

SP0300-02-R-7053

CAUTION NOTICE

This acquisition is for various Commercial Items for use in the MRE program. These items shall be procured as either a Small Business Set-Aside or as an Unrestricted procurement. Best Value Continuum Procedures, specifically the Trade-off process, shall be utilized.

NOTE THE FOLLOWING:

This is an indefinite quantity contract (IQC), as provided in FAR Clause 52.216-22, Indefinite Quantity. In an IQC, the government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the government is obligated to order and is all it is committed to order. The top of the range is the maximum (the IQC maximum quantity) which is the largest quantity the government may order, and which the contractor agrees to provide if ordered. The government may order any quantity within the range. Sometimes an estimated quantity is also stated, which may be the same as the minimum or the maximum, or it may be a quantity within the IQC range.

PerFORM (DLA)

Page 1, continued

1. Block 8 (continued)

Offer Due Date/Local Time: August 23, 2002 at 3:00 P.M. Philadelphia time.

2. Block 7 (continued)

Mailed offers should be sent to: Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667

Handcarried offers, including delivery by commercial carrier, should be delivered to: Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5092

Note: All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the Business Opportunities Office specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the DSCP Form 33.

Facsimile offers (if authorized; see "Addendum" to 52.212-1(b)) or offer modifications/withdrawals should be transmitted to: (215) 737-9300, 9301, 9302 or 9303.

3. Block 17a: Offeror's assigned DUNS Number: _____.

(If you do not have a DUNS number, see 52.212-1, Instructions to Offerors - Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

4. Block 17b: Remittance Address: (If different from Contractor/Offeror address in block 17a.)

5. Block 10 (continued)

The items below are Set-Aside for Small Business as follows:

<u>Items</u>	<u>Nomenclature</u>	<u>Set-Aside Status</u>	<u>NAICS</u>	<u># of Employees</u>
0001	Bev Base, Apple Cider	Small Business Set-Aside	311930	500
0002	Tea, Instant Powdered	Small Business Set-Aside	311920	500
0003	Tea, Black	Small Business Set-Aside	311920	500
0004	Candy, Toffee Rolls	Unrestricted	311320	500
0005	Candy, Hard Fruit Tablets	Unrestricted	311320	500
0006	Candy, Pan-Coated Chocolate	Unrestricted	311320	500
0007	Candy, Pan-Coated Fruit	Unrestricted	311320	500
0008	Cookies, Shortbread	Unrestricted	311821	750
0009	Toaster Pastry	Small Business Set-Aside	311822	500
0010	Coffee, Instant	Unrestricted	311920	500
0011	Sugar, Refined Granulated	Unrestricted	311312	750
0012	Salt, Table Iodized	Unrestricted	311942	500
0013	Chewing Gum, Tablet	Unrestricted	311340	500
0014	Towelette, Hand Cleaner	Small Business Set-Aside	325620	500
0015	Match, Safety Paper Matches	Unrestricted	325998	500

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS --- SF 1449
(CONTINUATION SHEET)**

**Schedule of Supplies/Services
(Blocks 19-24)**

**ESTIMATED REQUIREMENTS
FOR MRE ASSEMBLY**

LINE ITEM	ITEM/NSN	BASE YR (EA)	OPTION YR 1 (EA)	OPTION YR 2 (EA)
0001	Beverage Base, Powder, Apple Cider, Sugar Sweetened, with ascorbic acid, 17.0 to 21.0 gm., Net Wt. 6 to 8 fluid oz yield pg, Overwrapped IAW Supplementary Quality Assurance & Packaging Requirements CID A-A-20098, Type II, Flavor 12, Fortification b NSN: 8960-01-426-1941	7,250,000	7,250,000	7,250,000
0002	Tea, Instant Powdered, Sweetened, Lemon Flavored, w/o ascorbic acid, 16 gm pg., Overwrapped IAW Supplementary Quality Assurance & Packaging Requirements, flexibly packaged, CID A-A-20183, Type I, Style B Flavor 2. NSN: 8955-01-266-1723	10,150,000	10,150,000	10,150,000
0003	Tea, Black, Individual Bags, w/Tags and Strings, 0.08 oz. ea, Individually Wrapped, CID A-A-20033, Type I NSN: 8955-01-448-6139	2,900,000	2,900,000	2,900,000
0004	Candy, Toffee Rolls, Chocolate flavored, two ½ oz., individually- wrapped rolls, CID A-A-20177B, Type II. NSN: 8925-01-019-4855	11,600,000	11,600,000	11,600,000
0005	Candy, Hard, Fruit Tablets, assorted flavors, individually- wrapped and overwrapped in units of ten to form a 1 oz. bar, CID A-A-20177B, Type IV, Style A. NSN: 8925-00-823-7101	5,800,000	5,800,000	5,800,000

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS --- SF 1449
(CONTINUATION SHEET)**

**Schedule of Supplies/Services
(Blocks 19-24)**

**ESTIMATED REQUIREMENTS
FOR MRE ASSEMBLY**

LINE ITEM	ITEM/NSN	BASE YR (EA)	OPTION YR 1 (EA)	OPTION YR 2 (EA)
0006	Candy, Pan-Coated, Chocolate Disks , assorted colors, loose packed disks, 1½ oz. bag, CID A-A-20177B, Type VI, Flavor I. NSN: 8925-01-008-0960	4,350,000	4,350,000	4,350,000
0007	Candy, Fruit Flavored Taffy Disks , assorted flavors and colors, loose packed, 2.2 oz. (62 gm) bag, CID A-A-20177B, Type VI, Flavor 2. NSN: 8925-01-426-1373	4,350,000	4,350,000	4,350,000
0008	Cookies, Shortbread , Regular, Plain, CID A-A-20295, Type 1, Style A, Flavor 1, Class 1, Package C NSN: 8920-01-450-6485	2,900,000	2,900,000	2,900,000
0009	Toaster Pastry , Unfrosted, Apple Cinnamon, 1.5 – 2.0 oz. (42.5 to 56.7 gm), Single Serving pg., Overwrapped IAW Supplementary Quality Assurance & Packaging Requirements CID A-A-20211, Type 1, Flavor 4, Style A, Class 1 NSN: 8920-01-450-1922	1,450,000	1,450,000	1,450,000
0010	Coffee, Instant , Freeze Dried, 1.7 gm pg, CID A-A-20184, Type III, Style A. NSN: 8955-01-304-3619	21,750,000	21,750,000	21,750,000
0011	Sugar, Refined , Granulated, Cane or Beet, 1/7 oz pg., CID A-A-20135, Type I, Class 1. NSN: 8925-00-205-3144	24,650,000	24,650,000	24,650,000

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS -- SF 1449
(CONTINUATION SHEET)**

**Schedule of Supplies/Services
(Blocks 19-24)**

**ESTIMATED REQUIREMENTS
FOR MRE ASSEMBLY**

LINE ITEM	ITEM/NSN	BASE YR (EA)	OPTION YR 1 (EA)	OPTION YR 2 (EA)
0012	Salt, Table Iodized, Fine Granulated or Evaporated, 4 gm pg, U.S. Food Chemicals Codex Sodium Chloride Monograph NSN: 8950-00-641-8980	34,800,000	34,800,000	34,800,000
0013	Chewing Gum, Tablet, Candy Coated, 2 per wrapper, CID A-A-20175, Type 1, Flavors 1 and 2. NSN: 8925-00-160-6161	34,800,000	34,800,000	34,800,000
0014	Hand Cleaner, Towelette, White Premoistened Paper in a Packet, <u>Unscented</u> , <u>Water Based</u> , IAW Supplementary Quality Assurance & Packaging Requirements CID A-A-461, Type II NSN: 8520-00-J19-2029	34,800,000	34,800,000	34,800,000
0015	Matches, Safety Paper Matches in book form, 50 books per box, IAW Supplementary Quality Assurance & Packaging Requirements Standard pack, Type II, Class 2. NSN: 9920-00-174-3194	34,800,000	34,800,000	34,800,000

In this solicitation, the line item quantities shown above are the estimated quantities. The IQC minimum and IQC maximum quantities for each line item are as follows:

<u>Base Year</u>	IQC Minimum	90% of the Estimated Quantity
	IQC Maximum	200% of the Estimated Quantity
<u>Option 1 and Option Year 2</u>	IQC Minimum	90% of the Estimated Quantity
	IQC Maximum	200% of the Estimated Quantity

Option:

This acquisition contains two one year options. Acceptance of the option provision(s)/clause(s) contained herein is mandatory. The option is deemed exercised when mailed or otherwise furnished to the contractor.

Option Pricing:

Failure to indicate offer of the option by annotating the offeror's option price in the schedule at Section B may be deemed non-acceptance of the option and could result in rejection of the offeror's entire proposal.

Offeror's may offer option unit prices, which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

Prior to the award of any contract which will contain one or more priced options totaling \$500,000.00 or more, the submission of certified cost of pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

CONTRACTS/TIERED PRICING

Contracts that result from this solicitation will be Indefinite Quantity Contracts (IQCs) as provided in FAR Clause 52.216-22, Indefinite Quantity Contracts.

In an IQC, the Government awards a range of quantities rather than a single fixed quantity. The bottom of the range is the minimum (the IQC minimum quantity), which the Government is obligated to order and which is all it is committed to order. The top of the range is the maximum (the IQC maximum quantity), which is the largest quantity the Government may order, and which the contractor agrees to provide if ordered. The government may order any quantity within that range.

CONTRACTS/TIERED PRICING – (Continued):

Since this is a multisource acquisition (more than one award is contemplated, and more than one award may be made for each item), the IQC minimum and IQC maximum for each award will be a proportion of the overall quantity range; and if a line item is split between or among different offerors, the IQC range for that line will be a proportion of the range for the entire line item. For example, if two equal awards are made for the entire solicited quantity, each awardee would receive half of the overall IQC minimum and half of the overall IQC maximum.

Tiered pricing is permitted. "Tiered pricing", also called "block bidding", means an offer of different prices for different quantities of an item (usually lower prices for higher quantities). Since the Government is obligated to purchase only the IQC minimum quantities, the quantity tiers in tiered-price offers should refer to overall IQC minimum quantities. For example, an offer like this

1,000 to 1,999 units	\$1.00 per unit
2,000 to 2,499 units	\$0.95 per unit
2,500 to 2,999 units	\$0.90 per unit
3,000 to units or more	\$0.85 per unit

would be understood to mean that if the overall IQC minimum quantity awarded to that offeror falls between 1,000 units and 1,999 units, the offeror's price would be \$1.00 per unit for any quantity ordered up to the overall IQC maximum awarded. In that example, if the overall award was for an IQC minimum of 1,500 units and IQC maximum of 2,500 units, the price for any quantity ordered within that range would be \$1.00 per unit. This kind of tiered pricing – based on overall minimum quantities awarded (IQC minimum tiers) – will be considered in the evaluation of offeror award. We urge that you use the following caption to designate this kind of tiered pricing: "Price Tiers for Overall IQC Minimum Quantities Awarded."

Another kind of tiered pricing may be offered but will not be a factor in the evaluation of proposals for award. A contractor may wish to provide an inducement for the Government to order quantities beyond the IQC minimum. To that end, the proposal might provide tiered pricing for quantities actually ordered during the contract term, as distinguished from tiered pricing for IQC minimum quantities awarded. We urge that to avoid misunderstanding, such tiers be captioned "Price Tiers for Quantities Actually Ordered".

CONTRACTS/TIERED PRICING – (Continued):

Such price tiers may be offered in conjunction with IQC minimum quantity tiers or may be in addition to such tiers. But please remember, that price tiers for quantities actually ordered (order tiers) will not be considered in the evaluation of offers for award. If such a proposal were accepted, the order tiers would be included as a term of the awarded contract. In the above example, if the tiered price offered were captioned:

“Price Tiers for IQC Minimum Quantities Awarded
and also
Price Tiers for Quantities Actually Ordered”

the contract price for quantities ordered between 1,500 and 1,999 units would be \$1.00 per unit, and the contract price for the 500 units – quantities ordered between 2,000 and 2,499 units – would be \$0.95 per units; etc. (Each tier price would apply only to the quantities in the tier; orders in the higher quantity/lower-priced tier would not cause repricing of quantities already ordered in the higher priced tier.) However, the evaluation of proposals for award would consider only the \$1.00 per unit price, since the evaluation is based on IQC minimum quantities.

**52.217-9001 **OPTION TO EXTEND THE TERM OF THE CONTRACT – SEPARATE
FIRM FIXED PRICE & FIXED PRICE WITH ECONOMIC PRICE
ADJUSTMENT PORTIONS (JUL 1996) DLAD****

(a) The Government may extend the term of this indefinite-quantity contract for one or more additional one-year periods by written notice to the contractor no later than three days prior to the expiration of the contract; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least sixty days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause, and the estimated quantities specified in the schedule for that option period will apply. The modification exercising the option will also modify DSCP Clause 52.217-9P16, Effective Period of Contract – Indefinite Delivery Contract, to cover the base ordering period and the additional option period(s) exercised to date. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(c) The offeror agrees to furnish during the option period those items cited in the schedule that are subject to economic price adjustment (EPA), at unit prices made up of two portions:

(1) a portion applicable to the purchase costs of the specified material subject to the EPA, at the dollar value per unit in the award, modified by any adjustment under the EPA clause of this contract, and

(2) the (remaining) firm fixed price portion of the price for the same contract line item, using the applicable amount for each option period as follows:

Item No.	Item Description	Option Year 1		Option Year 2	
		Firm Fixed Price Portion	Portion Subject to EPA	Firm Fixed Price Portion	Portion Subject to EPA
0001	Beverage Base, Powder, Apple Cider NSN: 8960-01-426-1941				
0010	Coffee, Instant, Freeze Dried NSN: 8955-01-304-3619				
0011	Sugar, Refined, Granulated, Cane or Beet NSN: 8925-00-205-3144				

ECONOMIC PRICE ADJUSTMENT – ESTABLISHED MARKET PRICE (MAY 1999)

(1) The Contractor warrants that the unit prices for item 0001, Beverage Base, Powder, Apple Cider and item 0011, Sugar, Refined, Granulated included in the Schedule do not include allowances for any portion of the contingency covered by this clause.

(2) An established market price is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror(s). The established market price under this clause may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market price that shall be used for adjustments to contract prices for items 0001 and 0016 under this clause, shall be the price for Beet and Cane Sugar, Midwest beet as published weekly by Sosland Publishing Co. in the Milling & Baking News.

(i) The base unit price for the purpose of the adjustment calculations under this clause shall be the arithmetic average of the weekly low range prices for Beet and Cane Sugar, Midwest beet for the 12 week period as published in the Milling & Baking News immediately preceding (i) the closing date for proposals, if no discussions are held, or (ii) the due date for final proposal revisions, if discussions are held.

(ii) The adjusting unit price shall be the arithmetic average of the weekly low range prices for Beet and Cane Sugar, Midwest beet for the 12 week period as published in the Milling & Baking News immediately preceding the effective date the option term is exercised.

(3) With respect to increases or decreases under this clause, no adjustment shall be made to the base term contract unit prices. One adjustment calculation shall be made annually to determine the unit prices applicable to the forthcoming option term (if exercised).

(4) Allowance Factor. For the purpose of price adjustment for items 0001 and 0011 pursuant to this clause, it shall be conclusively presumed that _____ and _____ respectively, represent the cost of Sugar that is subject to adjustment (See Schedule on DLAD Clause 52.217-9001). This allowance factor remains fixed throughout the life of the contract unless a Government authorized change is made to the contract, which affects this allowance.

(5) Adjustments shall be calculated as follows (Round to four decimal places):

(i) Compute the Adjusting Unit Price and the Base Unit Price.

(ii) $\text{Adjusting Unit Price} - \text{Base Unit Price} / \text{Base Unit Price} = \text{Market Price Change (+ or -)}$

(iii) $\text{Market Price Change} \times \text{Allowance Factor} = \text{Contract Unit Price Adjustment (+ or -)}$

(iv) The original option unit price(s) for each option will be the sum of the firm fixed price portion and the portion subject to the EPA (Allowance Factor). The adjusted unit price(s) for each option shall be determined by increasing or decreasing (as appropriate) the Allowance Factor by the Contract Unit Price Adjustment and adding that to the firm fixed price portion agreed to at the time of award for the option period being adjusted.

(v) Example of adjustment calculation, item 0001:

Contract Period	Firm Fixed Price Option	Portion Subject to EPA	Total Unit Price
Base Year	\$1.00	\$1.00	\$2.00
Option Year 1	\$1.10	\$1.00	\$2.10
Option Year 2	\$1.20	\$1.00	\$2.20

Calculate the Contract Unit Price Adjustment as follows:

Adjusting Unit Price {See (2)(ii)}	\$27.00
Less: Base Unit Price {See (2)(i)}	\$25.50
Change in Price	\$ 1.50

Divide Change in Price by Base Unit Price $\$1.50/\$25.50 = .0588$

Market Price Change	.0588
(X) Allowance Factor	\$ 1.00
(=) Contract Unit Price Adjustment	\$ 0.0588

Calculate the Adjusted Unit Price for Option Year 1 as follows:

Allowance Factor	\$1.00
Add: Contract Unit Price Adjustment	\$0.0588
	\$1.0588
Option Year 1 Firm Fixed Price Portion	\$1.10
Adjusted Unit Price	\$2.1588

(6) Price adjustments pursuant to this clause shall be made by contract modification showing the calculations used to derive the adjusted contract unit prices.

(7) Payment on this contract shall be at the current contract price pending issuance of an adjusting modification.

(8) Pricing actions pursuant to paragraph (c) entitled "Changes", of FAR clause 52.212-4 (including any revisions by addendum thereto) or any other provision of this contract will be priced as though there were no provisions for economic price adjustment.

(9) No adjustment will be made under this clause unless the total change in the contract amount is \$500.00 or more.

(10) The total increase in any contract unit price shall not exceed 10% per annum of the original option unit prices agreed to at time of award. There is no percentage limit on downward adjustments under this clause.

(11) In the event (i) any applicable market price indicator is discontinued or its method of derivation is altered substantially or (ii) the Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d) entitled "Disputes", of FAR clause 52.212-4.

(12) The Contractor shall certify on the final invoice that amounts invoiced under this contract reflect all decreases required by this clause.

**ECONOMIC PRICE ADJUSTMENT (EPA) - DEPARTMENT OF LABOR PRICE INDEX –
OPTION PERIOD (MAY 1999)**

(1) The contractor warrants that the unit price for **item 0010, Coffee, Instant** set forth in the Schedule does not include allowances for any portion of the contingency covered by this clause.

(2) The economic indicator, for the purpose of prospective adjustments to contract price(s) under this clause, shall be the revised version of the Producer Price Index for code no. 2095-2 entitled Concentrated (Instant) Coffee as contained in the monthly publication entitled, "Producer Price Indexes", as published by the U.S. Department of Labor, Bureau of Labor Statistics. All adjustments authorized by this clause shall use the revised indexes which are published four months after the initial publication of the preliminary indexes.

(i) The "base index" shall be the arithmetic average of the revised indexes published for the sixth, seventh, and eighth month prior to the award date. (Example: If Contract is awarded October, February, March and April would be the sixth, seventh and eighth months.)

(ii) The "adjusting index" for established price(s) for each term option (if exercised) shall be the arithmetic average of the revised indexes published for the sixth, seventh, and eighth month prior to the effective date of each term option.

(3) The unit price representing the base term of the contract will be used in calculating all adjustments to term options, as required by this clause.

(4) With respect to increases or decreases under this clause, no adjustment shall be made to the base term contract unit price. One adjustment calculation shall be made annually to determine the unit price applicable to the forthcoming term option (if exercised). The new unit price shall be effective on the same date the term option takes effect. The unit price calculated for a given option term under this clause shall be used to price all delivery orders issued during that term. Delivery order unit price shall be based upon the term the order is issued, not when deliveries are scheduled.

(5) Adjustments will be calculated in accordance with the following formula:

$$(i) \frac{\text{Adjusting Index} - \text{Base Index}}{\text{Base Index}} = \text{Change in Index (+ or -)}$$

(Change in Index shall be rounded to the fourth decimal place)

$$(ii) \text{Change in Index (+ or -)} \times \text{Base Contract Term Unit Price} = \text{Unit Price Adjustment}$$

(Unit Price Adjustment shall be rounded to the fourth decimal place)

(iii) If the Unit Price Adjustment is a positive number, add it to the base term contract unit price(s) to calculate the forthcoming term option unit price(s). If the Unit Price Adjustment is a negative number, drop the negative sign and subtract it from the base contract term unit price(s) to determine the forthcoming term option unit price(s).

(6) Price adjustments pursuant to this clause shall be made by contract modification showing the calculations used to derive the adjusted contract unit price(s).

(7) Payment on this contract shall be at the current contract price pending issuance of an adjusting modification.

(8) Pricing actions pursuant to paragraph (c) entitled "Changes", of FAR clause 52.212-4 (including any revisions by addendum thereto) or any other provision of this contract will be priced as though there were no provisions for economic price adjustment.

(9) No adjustment shall be made under this EPA clause unless the total change in the contract amount is \$500 or more.

(10) The total increase in the contract unit price under this clause shall not exceed ten percent (10%) per year of the base term contract unit price for the item. There is no percentage limit on downward adjustments under this clause.

(11) In the event publication of the economic indicator is discontinued or its method of calculation substantially altered, the parties shall mutually agree upon an appropriate substitute for price adjustment(s) under this clause. If the contracting officer determines that the index consistently and substantially fails to reflect market conditions, the contracting officer may amend the contract to specify use of an appropriate substitute index, effective on the date the index specified in the contract begins to consistently and substantially fail to reflect market conditions.

(12) Any disputes arising under this clause shall be determined in accordance with paragraph (d) entitled "Disputes", of FAR clause 52.212-4.

(13) The contractor shall certify on the final invoice that amounts invoiced under this contract reflect all decreases required by this clause.

DELIVERY PROVISIONS

The component items above shall be palletized and delivered F.O.B. Destination to the following locations:

Delivery component items for MRE Assembly shall be made to any or all of the following destinations:

The Wornick Company	AmeriQual Packaging	SOPAKCO, Inc.
Packaged Products Division	225 West Morgan Avenue	118 S. Cypress Street
200 North First Street	Evansville, IN 47710	Mullins, SC 29574
McAllen, TX 78501		

The basic contract delivery period is 365 days from date of contract award.

The first option delivery period is 365 days from date of contract award.

The second option delivery period is 365 days from date of contract award.

Delivery quantities will be provided via delivery orders in accordance with IQC Clause 52.216-18, Ordering, and 52.216-9P16, Delivery Order Limitations, stated elsewhere in this solicitation.

VARIATION IN QUANTITY

Contractors shall be required to ship ordered quantities in full. To the extent reasonable in order to ship full pallets or truck loads, the permissible variation in quantity may be "PLUS ½ OF 1%" for each line.

SPECIFICATION/DESCRIPTION

Item 0001:

8960-01-487-0749, **Beverage Base, Powder, Apple Cider**, sugar sweetened. w/Ascorbic Acid, 34 gm. Net wt. 12 fluid oz yield pg, CID-A-A-20098, type II, flavor 12, fortification b (for MEAL, READY-TO-EAT)

PRIME DOCUMENT: Commercial Item Description Beverage Bases (Powdered), A-A-20098B June, 1999.

Date of Pack: Acceptance will be limited to product processed and packed subsequent to award.

The provisions contained in Title 21, Chapter 1 Code of Federal Regulations, Part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food" are required.

Sanitary Requirements: As required by 48 CFR 246.471-1 subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspection of Subsistence Supplies and Services, clause 52.246-9p31, "Sanitary Conditions (Jan 92) DSCP" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all Operational Ration components will originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments". Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command (**VETCOM**), or an establishment inspected and approved by the United States Department of Agriculture (**USDA**) or the United States Department of Commerce (**USDC**), and possessing a **USDA/USDC** establishment number. This requirement applies to all GFM and CFM Operational Ration types. Requests for inspection and directory listing by **VETCOM** will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand names will be evaluated directly by the chief DSCP-HRS, in coordination with the Chief, Approved Sources, **VETCOM**.

THE FOLLOWING CHANGE(S) APPLY TO: Commercial Item Description Beverage Bases (Powdered), A-A-20098B June, 1999.

(There are no changes at this time)

THE FOLLOWING CHANGE(S) APPLY TO: QUALITY ASSURANCE PROVISIONS AND PACKAGING REQUIREMENTS FOR CID A-A-20098B, BEVERAGE BASES, POWDERED 31 January 2000

11 August 2000

B. Packaging. When specified for flavor 12, fortification b, package A or B, not less than 17 or 34 grams, as applicable shall be filled into an envelope having maximum outside dimensions of $4 \frac{7}{8}$ inches long by $3 \frac{7}{16}$ inches wide. The envelope shall be made from a heat-sealable barrier material, one layer of which is a minimum of 0.00035-inch thick aluminum foil. All four edges of the envelope shall be heat-sealed with seals not less than 1/8 inch wide. The sealed envelope shall show no leakage when examined in accordance with Section E-6, B. (1). There shall be no crushed, misshapen or unclean envelopes.

B. Methods of Inspection.

- (1) Leakage test. The filled and sealed envelopes shall be tested by placing them in a dry desiccator, or similar apparatus, and subjecting them to a vacuum of 26 inches of mercury (atmospheric pressure is 29.9 inches of mercury) for 30 seconds. Any envelope that does not swell to form a tightly distended package having at least one distorted edge during the test shall be recorded as a leaker. After vacuum testing, the envelopes shall be visually inspected for evidence of delamination and for seal separation. Any leakage, any delamination, or any seal separation of more than $\frac{1}{16}$ inch from the product edge of any seal shall be recorded as a defect.

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

PACKAGING: In accordance with Packaging [D-1] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20098B, Beverage Bases, Powdered

PACKING: In accordance with Packing [D-3] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20098B, Beverage Bases, Powdered

LABELING: In accordance with Labeling [D-2] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20098B, Beverage Bases, Powdered

UNITIZATION: Shipping Cases will be Palletized and prepared in Unit Loads in accordance with Type III, Class G, requirements of DSCP Form 3507, (figure 5), except that Fiberboard/Polyethylene base pads and Fiberboard top pads are required. Wooden pallets shall be constructed from heat-treated material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). In addition, the unit load shall be no greater than 54 inches.

MARKING: in accordance with Marking [D-4] of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20098B, Beverage Bases, Powdered

REFERENCE DOCUMENTS

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, April 1, 2002

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, Oct 2001.

DSCP Instruction; Procedures for Alternate Skip-lot End Item Requirements for Government End-item Verification Inspections for Operational Rations, March 2001

Colors, Federal Standard #595B,

Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000.

Sampling Procedures and Tables for Inspection by Attributes. American Society for Quality Control, ASQC/ANSI Z1.4, 1993.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118-95, 1995.

Standard Practice for Commercial Packaging. ASTM D 3951-98, January 1999.

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974-98, 1998.

Standard Specification for Annealed Aluminum & Aluminum-Alloy for Flexible Barrier Applications. ASTM B 479-00, 2000.

Standard Test Method for Seal Strength of Flexible Barrier Materials. ASTM F 88-00, 2000.

Standard Specification for Polyethylene Film & Sheeting. ASTM D2103-97, 1997.

U. S. Food Chemicals Codex.. Committee of Specifications, 4th edition, National Academy Press.

EVALUATION AND AWARD DATA

GUARANTEED MAXIMUM SHIPPING WEIGHT & CUBE/CASE

NSN	Type Pack	Size	Cube	Weight
8960-01-487-0749	TPK-2	All	*	*

*Standard weight and Cube Factor not available. Offeror(s) will furnish weight and cube as part of their offer(s)

DESCRIPTION/SPECIFICATION

Item 0002:

8955-01-266-1723, Tea, Instant Powdered, Sweetened, lemon flavored, w/o Ascorbic acid 16 gm pg., flexibly packaged, CID A-A-20183, Type I, Style B, Flavor 2.

Prime Document: Commercial Item Description Tea, Instant. A-A-20183A, May 11, 1998

Date of Pack: Acceptance will be limited to product processed and packed subsequent to date of award.

Miscellaneous requirements:

The provisions contained in title 21, Chapter 1 Code of Federal Regulations, part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food" are required.

The procedures contained in the "Integrated Pest Management (IPM) Program Requirements for Operational Rations" December 1998, and the Contractor Sanitation Program – Operational Rations" December 1998 are required and apply to all assembly and food component operations, except as exempted in Section E of this document (see attached IPMP & sanitation programs).

Sanitary Requirements

As required by 48 CFR 246.471-1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence and Services, Clause 52.246-9P31, "Sanitary Conditions (1992) DPSC" contained in the solicitation for this product, as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all Operational Ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command (**VETCOM**), or an establishment inspected and approved by the U. S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration food components and all Operational ration types. Requests for inspection and directory listing by **VETCOM** will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, DSCP-HRS, in coordination with the Chief, Approved Sources Division, **VETCOM**.

THE FOLLOWING CHANGE(S) APPLY TO: Commercial Item Description Tea, Instant. A-A-20183A, May 11, 1998

(There are no changes at this time)

THE FOLLOWING CHANGE(S) APPLY TO: Quality Assurance Provisions and Packaging Requirements for CID A-A-20183A, Tea, Instant January 2000.

(There are no changes at this time)

THE FOLLOWING CHANGE(S) APPLY TO: Loads, Unit; Preparation of Semi perishable Subsistence Items. DSCP Form 3507, April 1, 2002.

(There are no changes at this time)

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

PACKAGING: In accordance with **D-1 PACKAGING** of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20183A, Tea, Instant January 2000.

PACKING: In accordance with **D-3 PACKING** of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20183A, Tea, Instant January 2000.

LABELING: In accordance with **D-2 LABELING** of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20183A, Tea, Instant January 2000.

UNITIZATION: Shipping cases will be palletized and prepared in unit loads in accordance with Type II, Class G requirements of DSCP Form 3507 (figure 5), except that fiberboard/Polyethylene base pads and fiberboard top pads are required. Wooden pallets shall be constructed from heat-treated material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC). In addition, the unit load shall be no greater than 54 inches.

MARKING: In accordance with **D-4 MARKING** of the Quality Assurance Provisions and Packaging Requirements for CID A-A-20183A, Tea, Instant January 2000.

REFERENCE DOCUMENTS

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, April 1, 2002.

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, October 2001.

Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000.

Sampling Procedures and Tables for Inspection by Attributes. American Society for Quality Control, ASQC/ANSI Z1.4, 1993.

Standard Specification for Annealed Aluminum & Aluminum-Alloy for Flexible Barrier, Food Contact, and Other Applications. ASTM B 479-00, May 2000.

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974-98, April 1998.

Standard Practice for Commercial Packaging. ASTM D 3951-98, November 1998.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118/D 5118M-95, November 1995.

Official Methods of Analysis of AOAC International. 16th edition; 4th revision, volumes I & II. March 1996.

U. S. Food Chemicals Codex.. Committee on Specifications, 4th edition, National Academy Press.

EVALUATION AND AWARD DATA

Guaranteed Maximum Shipping Weight/Cube Per Case

	NSN	TYPE PACK	SIZE	CUBE	WEIGHT
8955-01-266-1723		ALL	16 gm Package	*	*

*Standard weight and cube factor not available. Offeror(s) will furnish weight and cube as part of their offer(s).

SPECIFICATION/DESCRIPTION**Item 0003:**

8955-01-448-6139, Tea, Black, Individual bags, w/tags and strings, 0.08 oz ea., individually wrapped, CID A-A-20033, *type I* (for Meal, Ready-to-Eat)

Prime Document: A-A-20033 Tea, Black (bags or loose), A-A-20033C, August 1, 2001. Commercial Item Description (CID), USDA.

Date of pack: Acceptance will be limited to product packaged and packed subsequent to date of award.

Sanitary Requirements

As required by 48 CFR 246.471-1 subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, clause 52.246-9p31, "Sanitary Conditions (Jan 1992) DSCP" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all Operational Ration food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command (**VETCOM**), or an establishment inspected and approved by the U. S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and directory listing by **VETCOM** will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, Approved Sources division, **VETCOM**.

Miscellaneous requirements**DEFINITIONS**

Critical defect. A Critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end-item.

Major Defect. A major defect is a defect, other than critical, that is likely to reduce materially the usability of the unit of product for its intended purpose.

Minor Defect. A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

PACKAGING: Commercial packaging in accordance with paragraphs 5.1.1, 5.1.1.1, 5.1.1.2, and 5.1.1.3 of ASTM D 3951 is acceptable for shipment to the ration assembler.

Prior to insertion into the menu bag, the tea bag shall be overwrapped in a heat sealable barrier material one layer of which is a minimum of 0.00025 (2.5×10^{-4}) inch thick Aluminum foil.

PACKING FOR SHIPMENT TO RATION ASSEMBLER

Not more than 10 pounds of product (packed in intermediate containers) shall be packed in a fiberboard box constructed in accordance with ASTM D 5118 – *Standard Practice for Fabrication of Fiberboard Boxes*. This fiberboard-shipping container shall comply with the National Motor Freight Classification or Uniform Freight Classification, as applicable. Closure of the fiberboard box shall be in accordance with an appropriate closure method as referenced in ASTM D 1974 – *Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers*. When metal fasteners are used in the box manufacturer's joint or set-up, the fasteners on the inside of the box shall be covered with tape or paperboard.

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER.

When the product processing plant and the ration assembler are located in close proximity to each other, an alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations, may be submitted to the Contracting Officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marketing for maintenance of lot from processor to assembler.

LABELING: Commercial labeling is acceptable.

When the Unit Packager/Assembler is overwrapping commercially wrapped and labeled product that meets the requirements of A-A-20033, it will only be necessary to apply product name and the date of pack to this overwrapped pouch in accordance with the requirements of A-A-20033 and the Technical Data for the Ration being assembled.

UNITIZATION

PALLET TYPE – Commercial, wood, flush or wing

PALLET DIMENSIONS: 40" x 48" or 48" x 40"

PAD: Commercial fiberboard, 40" x 48", positioned on pallet before loading pallet

Wooden pallets shall be constructed from heat-treated material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations.

Unit load bonding materials: commercial non-metallic strapping or stretch/shrink film. (adhesive bonding is not acceptable)

NOTE: Bonding material shall secure the load to the pallet to form a consolidated, stable cargo, which can be handled as a unit

EXAMPLE: When strapping is used to bond the load, the straps shall pass under the top deck boards. When stretch or shrink film is used it must be applied low enough on the pallet to bond the load to the pallet.

FINISHED LOAD DIMENSIONS – (MAXIMUM)

For fiberboard shipping cases: 43"l x 52"w x 54"h

For bagged items: 41" l x 49" w x 54"h

INSPECTION OF UNIT LOADS. Inspection shall be in accordance with the Quality Assurance Provisions of DSCP Form 3507 (pages 4 & 5) and the Quality Assurance Provisions of Type III, Glass G, Commercial Loads, Palletized.

REFERENCE DOCUMENTS

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, April 1, 2002.

Marking Instructions for Shipping Cases, Sacks, and Palletized/containerized Loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, October 2001.

Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000.

Sampling Procedures and Tables for Inspection by Attributes. ASNI/ASQC z1.4, 1993.

Standard Practice for Commercial Packaging. ASTM D 3951-98, November 1998.

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974-98, April 1998.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118/D 5118M-95, November 1995.

SPECIFICATION/DESCRIPTION

Item 0004:

8925-01-019-4855, **Candy, Toffee Rolls**, Chocolate Flavored, 2 ½ oz individually wrapped rolls, hd., Type II.

Item 0005:

8925-00-823-7101, **Candy, Hard, Fruit Tablets**, assorted flavors, individually-wrapped and overwrapped in units of ten to form a 1 oz. bar, ea, Type IV, Style A.

Item 0006:

8925-01-008-0960, **Candy, Pan-coated, Chocolate Disks**, assorted colors, loose packed disks, 1 ½ oz., bag, Type VI, Flavor 1.

Item 0007:

8925-01-426-1373, **Candy, Fruit flavored Taffy Disks**, assorted flavors and colors, loose packed, 2.2 oz., (62 grams), ea, Type VI, Flavor 2.

PRIME DOCUMENT:

CID A-A-20177B, CANDY AND CHOCOLATE CONFECTIONS, OCTOBER 30, 2001.

DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award.

MISCELLANEOUS REQUIREMENTS

DEFINITIONS

Critical defect. A Critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgement and experience indicate is likely to prevent the performance of the major end-item, i.e., the consumption of the ration.

Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

The provisions contained in Title 21, Chapter 1 Code of federal Regulations, part 110 "Current Good Manufacturing, Packaging or Holding Human Food" are required.

Sanitary Requirements:

As required by 48 CFR 246.471—1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, Clause 52.246-9P31, "Sanitary Conditions (Jan 1992 DSCP)" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all operational ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command (**VETCOM**), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing an USDA/USDC establishment number. The requirement applies to all GFM and CFM operational ration food components and to all operational ration types. Requests for inspection and Directory listing by VETCOM will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, DSCP-HRS, in coordination with the Chief, Approved Sources Division, **VETCOM**.

ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

THEY ARE NO CHANGES TO THE PACKAGING REQUIREMENTS AND QUALITY ASSURANCE PROVISIONS FOR CID A-A-20177B.

PACKAGING/LABELING/PACKING/MARKING/UNITIZATION

PACKAGING In accordance with D-1 Packaging of Packaging Requirements and Quality Assurance Provisions for CID A-A-20177B.

LABELING In accordance with D-2 Labeling of Packaging Requirements and Quality Assurance Provisions for CID A-A-20177B.

PACKING In accordance with D-3 Packing of Packaging Requirements and Quality Assurance Provisions for CID A-A-20177B.

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER

When the product processing plant and the ration assembler are located in close proximity to each other, and alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations, may be submitted to the contracting officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marketing for maintenance of lot from processor to assembler.

MARKING In accordance with D-4 Marking of Packaging Requirements and Quality Assurance Provisions for CID A-A-20177B.

UNITIZATION In accordance with ASTM D 3951-90 Clause 5.1.5

REFERENCE DOCUMENTS

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence (DSCP Form 3556 dated Oct 2001).

Standard Practice for Commercial Packaging. ASTM D 3951-98, January 1999.

U.S. Food Chemicals Codex, 4th edition 1996. Committee on Specifications; National Academy Press.

Department of Defense Standard Practice. Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000

In accordance with Section J Reference Documents of Packaging Requirements and Quality Assurance Provisions for CID A-A-20177B.

DSCP Instruction, Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations, March 2001.

SPECIFICATION/DESCRIPTION**Item 0008:**

8920-01-450-6485, **Cookie, Shortbread**, Regular, Plain, pg., Type I, Style A, Flavor 1, Class 1, Package C.

PRIME DOCUMENT:

CID A-A-20295, COOKIES, AUGUST 13, 1998.

DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award.

MISCELLANEOUS REQUIREMENTS

The provisions contained in Title 21, Chapter 1 Code of federal Regulations, part 110 "Current Good Manufacturing, Packaging or Holding Human Food" are required.

Sanitary Requirements:

As required by 48 CFR 246.471—1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, Clause 52.246-9P31, "Sanitary Conditions (Jan 1992 DSCP)" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all operational ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command (**VETCOM**), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing an USDA/USDC establishment number. The requirement applies to all GFM and CFM operational ration food components and to all operational ration types. Requests for inspection and Directory listing by VETCOM will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, DSCP-HRS, in coordination with the Chief, Approved Sources Division, **VETCOM**.

ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

THE FOLLOWING ARE CHANGES TO CID A-A-20295, COOKIES:

Page 3, Style J – Chocolate chip cookies (regular, chunk, or mini chips)
After Flavor 7, delete "Other" and insert "Peanut butter with chocolate chips"
Add "Flavor 8 – Chocolate mint with chocolate chips"
Add "Flavor 9 – Other"

Page 5, Paragraph 3.3.11 – At the end of the paragraph add the following – "Flavor 7 – Peanut butter cookie with chocolate chips shall have a distinct peanut flavor. Flavor 8 – Chocolate mint cookies with chocolate chips shall have a dark chocolate brown color and distinct chocolate mint flavor."

Page 5, Paragraph 3.6.1, line 6 – after "4.0 percent" add "except for Flavor 7 which shall not exceed 7.0 percent and Flavor 8 which shall not exceed 6.0 percent."

THE FOLLOWING ARE CHANGES TO THE QUALITY ASSURANCE PROVISIONS AND PACKAGING REQUIREMENTS FOR CID A-A-20295, COOKIES:

Paragraph D-1, A. (2), sentence #11, delete "5 ½ inches wide" and insert "6 inches wide"

Table I, footnote 7/, after "7/" insert, "The initial examination shall be a visual examination of the closed package. Any suspected visual evidence of stress cracks in the aluminum foil (streaks, breaks, or other disruptions in the laminated film) shall be verified by the following physical examination."

Paragraph D-2, A, delete sentence and partial statement: "The information shall be located on the body of the pouch not closer than 1/16 inch to any seal. If a non-contact type printer is used,"

Section D-1, A, Delete and substitute;

A. Packaging. Commercially wrapped and labeled Type I, Style A, Shortbread Cookies, and Type I, Style I, Oatmeal Cookies shall be packed in a preformed or form-fill-seal barrier pouch as described below. The commercially wrapped and labeled packages of Type I, Style E, Sandwich Cookies, and Type I, Style J, Chocolate Chip Cookies and one oxygen scavenger packet shall be packed in a preformed or form-fill-seal barrier pouch as described below.

Section E, Table II, footnote 4/, Delete and substitute;

4/ Not applicable to Type I, Style A, Shortbread Cookies, and Type I, Style I, Oatmeal Cookies.

Paragraph D-2, A., (3), after "Net weight" insert "2/"

In Section E, part E-6, C; delete subparagraph (1) entirely and insert:

"(1) Net weight examination. The net weight shall be verified with the label on the commercial package or barrier pouch, as applicable. Product not conforming to the net weight requirement in Section C shall be cause for rejection of the lot."

Para D-1, A, delete paragraph in its entirety and substitute the following:

"Packaging. Type I, Style A, Shortbread Cookies or commercially wrapped and labeled Type I, Style A, Shortbread Cookies shall be packaged in a preformed or form-fill-seal barrier pouch as described below. Type I, Style I, Oatmeal Cookies or commercially wrapped and labeled Type I, Style I, Oatmeal Cookies shall be packaged in a preformed or form-fill-seal barrier pouch as described below. Type I, Style E, Sandwich Cookies and one oxygen scavenger packet or commercially wrapped and labeled Type I, Style E, Sandwich Cookies and one oxygen scavenger packet shall be packaged in a preformed or form-fill-seal barrier pouch as described below. Type I, Style J, Chocolate Chip Cookies and one oxygen scavenger packet or commercially wrapped and labeled Type I, Style J, Chocolate Chip Cookies and one oxygen scavenger packet shall be packaged in a preformed or form-fill-seal barrier pouch as described below."

PACKAGING/LABELING/PACKING/MARKING/UNITIZATION

PACKAGING In accordance with D-1 Packaging of Quality Assurance Provisions and Packaging Requirements for CID A-A-20295.

LABELING In accordance with D-2 Labeling of Quality Assurance Provisions and Packaging Requirements for CID A-A-20295.

PACKING In accordance with D-3 Packing of Quality Assurance Provisions and Packaging Requirements for CID A-A-20295.

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER

When the product processing plant and the ration assembler are located in close proximity to each other, and alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations, may be submitted to the contracting officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marketing for maintenance of lot from processor to assembler.

MARKING In accordance with D-4 Marking of Quality Assurance Provisions and Packaging Requirements for CID A-A-20295.

UNITIZATION In accordance with ASTM D 3951-90 Clause 5.1.5

REFERENCE DOCUMENTS

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence (DSCP Form 3556 dated Oct 2001).

Standard Practice for Commercial Packaging. ASTM D 3951-98, January 1999.

U.S. Food Chemicals Codex, 4th edition 1996. Committee on Specifications; National Academy Press.

Department of Defense Standard Practice. Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000

In accordance with Section J Reference Documents of Quality Assurance Provisions and Packaging Requirements for CID A-A-20295.

DSCP Instruction, Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations, March 2001.

DESCRIPTION/SPECIFICATION:**Item 0009:**

8920-01-450-1922, **Toaster Pastry**, apple cinnamon, unfrosted, 1.5 to 2.0 oz (42.5 to 56.7 g), single serving pg, CID A-A-20211, type I, flavor 4, style A, class 1

DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award.

PRIME DOCUMENT: Toaster Pastry, Commercial Item Description (CID) A-A-20211A April 18, 2002. U. S. Dept. of Agriculture.

Sanitary Requirements

As required by 48 CFR 246.471-1 subsistence; AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service; DLAR 4155.3, Inspections of Subsistence Supplies and Services; clause 52.246-9p31, 'Sanitary Conditions (Jan 1992) DSCP,' contained in the solicitation for this product; and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996; all Operational Ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Veterinary Command (VETCOM), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U. S. Department of Commerce (USDC) and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration food components and to all Operational Ration types. Requests for inspection and "directory" listing by VETCOM will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial brand name items will be evaluated directly by the chief, DSCP-HRS, in coordination with the Chief, Approved Sources Division, VETCOM.

Miscellaneous requirements

The provisions contained in Title 21, Chapter 1 Code of Federal Regulations, part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food" are required.

THE FOLLOWING CHANGE(S) APPLY TO: Toaster Pastry, Commercial Item Description (CID) A-A-20211 March 29, 1995. U. S. Dept. of Agriculture.

(There are no changes at this time)

THE FOLLOWING CHANGE(S) APPLY TO: Quality assurance and Packaging Requirements for CID A-A-20211 Toaster Pastry, January 2000.

(There are no changes at this time)

THE FOLLOWING CHANGE(S) APPLY TO: Loads, Unit; Preparation of Semiperishable Subsistence Items. DSCP Form 3507, April 1, 2002.

(There are no changes at this time)

PACKAGING/LABELING/PACKING/MARKING/UNITIZATION/MARKING

PACKAGING: In accordance with **D-1 PACKAGING** of the Quality assurance and Packaging Requirements for CID A-A-20211 Toaster Pastry.

PACKING: In accordance with **D-3 PACKING** of the Quality assurance and Packaging Requirements for CID A-A-20211 Toaster Pastry.

LABELING: In accordance with **D-2 LABELING** of the Quality assurance and Packaging Requirements for CID A-A-20211 Toaster Pastry.

UNITIZATION: Shipping cases will be palletized and prepared in unit loads in accordance with type III, class G, requirements of DSCP Form 3507 (figure 5), except that fiberboard/polyethylene base pads and fiberboard top pads are required. In addition, the unit load height shall be no greater than 54 inches.

Wooden pallets shall be constructed from heat-treated material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Policy and Non-manufactured Wood Packing Enforcement Regulations.

MARKING: In accordance with **D-4 MARKING** of the Quality assurance and Packaging Requirements for CID A-A-20211 Toaster Pastry

REFERENCE DOCUMENTS

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, April 1, 2002.

Marking Instructions for Shipping Cases, Sacks, and Palletized/containerized Loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, October 2001

DSCP Instruction; Procedures for Alternative Skip-lot End Item Requirements for Government End-item Verification Inspections for Operational Rations, March 2001

Colors, Federal Standard # 595B, 15 December 1989.

Standard Test Method for Seal Strength of Flexible Barrier Materials. ASTM F 88-94, November 15, 1994.

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974-98, April 1998.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118/d 5118m-95, November 1995.

ANSI/ASQC Z1.4-1993 Sampling Procedures and Tables for Inspection by Attributes. American Society for Quality Control, Milwaukee, WI

Standard Practice for Commercial Packaging. American Society for Testing and Materials ASTM D 1951-98, November 1998.

Flow Rates of Thermoplastics by Extrusion Plastometer. ASTM D 1238-00, November 2000.

Standard Test Method for Density of Plastics by the Density-Gradient Technique. ASTM D 1505-98, March 1998.

Standard Specification for Annealed Aluminum & Aluminum-Alloy for Flexible Barrier, Food Contact and Other Applications. ASTM B 479-00, May 2000.

EVALUATION AND AWARD DATA

Guaranteed Maximum Shipping Weight and Cube/Case

NSN	TYPE PACK	SIZE	CUBE	WEIGHT
8920-01-450-1922	All		Ration * Component	*

*Standard weight and cube factor not available. Offeror(s) will furnish weight and cube as part of their offer(s).

DESCRIPTION/SPECIFICATION

Item 0010:

8955-01-304-3619, **Coffee, Instant**, Freeze Dried, 1.7 gram, pg, Type III, Style A

PRIME DOCUMENT:

CID A-A-20184, COFFEE, INSTANT, NOVEMBER 19, 1993.

DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award.

MISCELLANEOUS REQUIREMENTS

DEFINITIONS

Critical defect. A Critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgement and experience indicate is likely to prevent the performance of the major end-item, i.e., the consumption of the ration.

Major defect. A major defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose.

Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

The provisions contained in Title 21, Chapter 1 Code of federal Regulations, part 110 "Current Good Manufacturing, Packaging or Holding Human Food" are required.

Sanitary Requirements:

As required by 48 CFR 246.471—1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, Clause 52.246-9P31, "Sanitary Conditions (Jan 1992 DSCP)" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all operational ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command (**VETCOM**), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing an USDA/USDC establishment number. The requirement applies to all GFM and CFM operational ration food components and to all operational ration types. Requests for inspection and Directory listing by VETCOM will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the Chief, DSCP-HRS, in coordination with the Chief, Approved Sources Division, **VETCOM**.

ADDITIONS, DELETIONS, AND/OR SUBSTITUTIONS

THERE ARE NO CHANGES TO CID A-A-20184, COFFEE, INSTANT, NOVEMBER 19, 1993.

PACKAGING/LABELING/PACKING/MARKING/UNITIZATION

PACKAGING In accordance with Packaging of CID A-A-20184.

LABELING In accordance with Labeling of CID A-A-20184.

PACKING In accordance with Packing of CID A-A-20184.

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER

When the product processing plant and the ration assembler are located in close proximity to each other, and alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations, may be submitted to the contracting officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marketing for maintenance of lot from processor to assembler.

MARKING In accordance with Marking of CID A-A-20184.

UNITIZATION In accordance with ASTM D 3951-90 Clause 5.1.5

REFERENCE DOCUMENTS

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence (DSCP Form 3556 dated Oct 2001).

Standard Practice for Commercial Packaging. ASTM D 3951-98, January 1999.

U.S. Food Chemicals Codex, 4th edition 1996. Committee on Specifications; National Academy Press.

Department of Defense Standard Practice. Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000

In accordance with Sources of Documents of CID A-A-20184, Coffee, Instant.

DSCP Instruction, Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations, March 2001.

DESCRIPTION/SPECIFICATION

Item 0011:

8925-00-205-3144, **Sugar, Refined Granulated**, Cane or Beet, $\frac{1}{7}$ oz pg., CID A-A-20135, type I, class 1

Prime Document: A-A-20135 sugar, refined and sugar, brown, CID A-Aa-20135B, May 2, 1997.

Date of Pack: Acceptance will be limited to product packaged and packed no more than 10 months prior to the date of award.

Miscellaneous requirements

The procedures contained in the "Integrated Pest Management Program for Operational Rations", December 1998, and the "Contractor Sanitation Program – Operational Rations", December 1998 are required and apply to all assemble and food component operations, except as exempted in Section E of this document (see attached IPMP & sanitation programs)

The provisions contained in Title 21, Chapter 1 Code of Federal Regulations, Part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food", are required.

DEFINITIONS

Critical defect. A Critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending on the item; of a defect that judgment and experience indicate is likely to prevent the performance of the major end-item.

Major defect. A major defect is a defect, other than critical, that is likely to reduce materially the usability of the unit of product for its intended purpose.

Minor defect. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

THE FOLLOWING CHANGE(S) APPLY TO: A-A-20135 Sugar, Refined and Sugar, Brown, CID A-A-20135B, May 2, 1997.

(There are no changes at this time.)

THE FOLLOWING CHANGES APPLY TO: Loads, Unit: Preparation of Semi-perishable Subsistence Items. DSCP Form 3507, April 1, 2002.

(There are no changes at this time)

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

PACKAGING: Six grams or 1/7 ounce shall be filled into an envelope having maximum outside dimensions of either 2 ½ inches square and 3/16 inch thick, or 3 inches by 2 1/2 inches and 3 1/16 inch thick.

The envelope shall be made from 25 pounds-per-ream Sulfite pulp, Kraft pulp, or a mixture. The color shall be natural Kraft or dull brown. The paper shall be coated on one side with Polyethylene. The envelope shall be formed and closed by heat-sealing, on not less than three or four sides, and shall not leak.

LABELING: The following information shall be legibly printed in dark, contrasting ink on one side of the envelope:

Product name (In letters larger than others used for the label).

Net weight

Name and address of packer. (Includes ZIP code)

PACKING: Not more than 2,00 envelopes (27) pounds of product, described in "Packaging", shall be securely packed into a shipping container fabricated in accordance with an appropriate Style, Type, Class, and Grade of ASTM D 5118 _ "Standard Practice for Fabrication of Fiberboard shipping Boxes". If an intermediate container is used, it shall comply with Paragraphs 5.1.3 & 5.1.3.1 of ASTM D 3951 - "Standard Practice for Commercial Packaging". The shipping container shall be securely closed in accordance with an appropriate method of ASTM D 1974 - "Standard Practice for Methods of Closing, Sealing, and Reinforcing Shipping Containers."

Marking shall be in accordance with DSCP Form 3556.

The following information shall be included: "for Meal, Ready-to-Eat, Individual", or "for Ration, Cold weather".

Shipping cases will be palletized and prepared in unit loads in accordance with type III, class G requirements of DSCP Form 3507, (figure 5), except that Fiberboard/Polyethylene base pads and fiberboard top pads are required. In addition, the unit load height shall be no greater than 54 inches.

REFERENCE DOCUMENTS

Loads, Unit: Preparation of Semi-perishable Subsistence Items. DSCP Form 3507, April 1, 2002.

Marking Instructions for Shipping Cases, Sacks, and Palletized/containerized Loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, October 2001.

Commercial Item Description (CID) Plastic Sheet, Polyolefin GSA, A-A-3174, October 15, 1998

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118-95, November 1995.

Standard Practice for Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974 – 98, April 1998.

Sacks, Shipping, Paper, Federal Specification UU-S-48f, Feb 92.

Sampling Procedures and Tables for Inspection by Attributes. American Society for Quality Control

Standard Practice for Commercial Packaging. ASTM D 3951-98, January 1999.

Sanitary Requirements for Food Establishments. MIL-STD-3006, August 2000.

Official Methods of Analysis of AOAC International. 16th edition March 1998; 4th revision, volumes I & II.

Technical Information Memorandum no. 11, Hydrogen Phosphide Fumigation of Subsistence with Aluminum Phosphide, November 1998

U. S. Food Chemicals Codex, 4th edition 1996, Committee of Specifications, National Academy Press

EVALUATION & AWARD DATA

Guaranteed Maximum Shipping Weight and Cube/Case

NSN	TYPE PACK	SIZE	CUBE	WEIGHT
8925-00-205-3144	TPK-1	1/7 OZ PG.	All	*

*Weight & cube factor not available. Offeror(s) to supply as part of their offer(s)

DESCRIPTION/SPECIFICATION

Item 0012:

8950-00-641-8980, **Salt, Table Iodized**, fine granulated or evaporated, 4 gm pg, U. S. Food Chemicals Codex Sodium Chloride Monograph

Prime Document: Sodium Chloride (NaCl) Monograph as described in Food Chemicals Codex

Date of pack: Acceptance will be limited to product processed and packed no more than 10 months prior to the date of delivery.

Miscellaneous Requirements

The provisions contained in title 21, chapter 1 Code of Federal Regulations, part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food" are required.

Sanitary Requirements

As required by 48 CFR 246.471-1 subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspection of Subsistence Supplies and Services, clause 52.246-9p31, "Sanitary Conditions (Jan 92) DSCP" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all Operational Ration components will originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments". Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command (VETCOM), or an establishment inspected and approved by the United States Department of Agriculture (USDA) or the United States Department of Commerce (USDC), and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration types. Requests for inspection and directory listing by VETCOM will be routed through DSCP-HROS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand names will be evaluated directly by the Chief DSCP-HROS, in coordination with the Chief, Approved Sources, VETCOM.

DEFINITIONS

Critical defect. A Critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end-item.

Major Defect. A major defect is a defect, other than critical, that is likely to reduce materially the usability of the unit of product for its intended purpose.

Minor Defect. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

THE FOLLOWING CHANGE(S) APPLY TO: Sodium Chloride (NaCl) Monograph as it appears in the Food Chemicals Codex.

(There are no changes at this time)

THE FOLLOWING CHANGE(S) APPLY TO: Loads, Unit; Preparation of Semiperishable Subsistence Items. DSCP Form 3507, April 1, 2002.

(There are no changes at this time)

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

Four (4) grams of product shall be packaged in accordance with paragraphs 5.1.2, 5.1.2.2, and 5.1.2.2 of ASTM D 3951 – Standard Practice for Commercial Packaging.

The envelope, coated on one side with polypropylene, shall be made from 25-pounds/ream sulfite pulp, Kraft pulp, or a mixture of both. The color shall be a natural Kraft or dull brown approximating 20475 or 30475 of FED-STD 595 – Colors. The filled envelope shall have maximum outside dimensions of 2 ½ inches by 1 ⅝ inches by ⅛ inch thick. The envelope shall be formed and closed by heat-sealing on no less than three of four sides.

SHIPMENT TO RATION ASSEMBLER

Six paperboard cartons containing 1,000 – 4 gram envelopes each, three paperboard cartons containing 2,000 – 4 gram envelopes each or, alternatively 2,000 – 4 gram envelopes each shall be packed in a snug-fitting shipping container fabricated in accordance with ASTM D 5118 – “*Standard Practice for Fabrication of Fiberboard Shipping Boxes*” and closed with an appropriate method described in ASTM D 1974 – “*Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers*”.

The shipping container shall comply with the Uniform Freight Classification or National Motor Freight Classification, as applicable.

LABELING: Commercial labeling shall be acceptable

MARKING of unit pack, shipping containers, and unit loads shall be in accordance with DSCP Form 3556.

UNITIZATION: Shipping cases will be palletized and prepared in unit loads in accordance with type III, class G, requirements of DSCP Form 3507 except that fiberboard/polyethylene base pads and fiberboard top pads are required. In addition, the unit load height shall be no greater than 54 inches.

REFERENCE DOCUMENTS

Marking Instructions for Shipping Cases, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence, DSCP Form 3556, October 2001.

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, April 1, 2002

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118-95, 1995.

Standard Practice for Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974 – 98, 1998.

Standard Practice for Commercial Packaging. ASTM D 3951-98, November 1998.

Sampling Procedures and Tables for Inspection by Attributes. American Society for Quality Control, ANSI/ASQC Z1.4

Palletized Unit Loads. MIL-HDBK-774, March 1996.

Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000.

U, S. Food Chemicals Codex, 4th Edition. National Academy Press, 1996

Standard Test Methods of Chemical Analysis of Sodium Chloride. ASTM E543-98, 998.

EVALUATION AND AWARD DATA

GUARANTEED MAXIMUM SHIPPING WEIGHT AND CUBE PER CASE

NSN	TYPE PACK	SIZE	CUBE	WEIGHT
8950-00-641-8980	ALL	4 GM Pkg.	*	*

Weight & cube factor not available. Offeror(s) will furnish weight & cube as part of their offer(s).

DESCRIPTION/SPECIFICATION

Item 0013:

8925-00-160-6161, **Chewing Gum** tablet, candy coated, 2 per wrapper, CID A-A-20175, type I, flavors 1 **and** 2.

PRIME DOCUMENT: A-A-20175 Commercial Item Description for chewing gum, CID A-A-20175A, October 7, 1997.

DATE OF PACK: Acceptance will be limited to product processed and packed subsequent to date of award. Additionally, all shipments of component/product from a producer to destination/assembly points shall not be older than three months at time of shipment.

MISCELLANEOUS REQUIREMENTS:

The provisions contained in Title 21, Chapter 1 Code of Federal Regulations, Part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food" is required.

SANITARY REQUIREMENTS

As required by 48 CFR 246.471-1 subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, clause 52.246-9P31, "Sanitary Conditions (Jan 1992) DSCP" contained in the solicitation for this product, and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 Jan 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U. S. Army Veterinary Command (VETCOM), or an establishment inspected and approved by the U. S. Department of Agriculture (USDA) or the Department of Commerce (USDC), and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and directory by VETCOM will be routed through DSCP-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply services, and commercial brand name items will be evaluated directly by the chief, Approved Sources Division, VETCOM.

DEFINITIONS

CRITICAL DEFECT. A Critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item; or a defect that judgment and experience indicate is likely to prevent the performance of the major end-item.

MAJOR DEFECT. A major defect is a defect, other than critical, that is likely to reduce materially the usability of the unit of product for its intended purpose.

MINOR DEFECT. A minor defect is a defect that is not likely to reduce materially the usability of the product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

THE FOLLOWING CHANGE(S) APPLY TO: A-A-20175 Commercial Item Description for chewing gum, CID A-A-20175A, October 7, 1997.

(There are no changes at this time.)

THE FOLLOWING CHANGE(S) APPLY TO: Loads, Unit; Preparation of Semiperishable Subsistence Items. DSCP Form 3507, April 1, 2002.

(There are no changes at this time)

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

PACKAGING: Two tablets shall be packaged in a wrapper made from cellophane and complying with A-A-1989. Alternatively, two tablets may be packaged in a paperboard (folding, glued end) carton having dimensions of not more than 1 1/2 inch x 7/8 inch x 1/4 inch.

LABELING: In accordance with good commercial practices.

PACKING: Not more than 40 pounds of product shall be packed in a fiberboard container fabricated in accordance with an appropriate Type, Class, Variety, and Grade of ASTM D 51118 - *Standard Practice for Fabrication of Fiberboard Shipping Boxes*. When metal fasteners are used in the Manufacturer's joint or set-up the fasteners shall be covered with tape or paperboard. This container shall be closed with an appropriate method in accordance with ASTM D 1974 - *Standard Practice of Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers*.

ALTERNATIVE PACKING FOR SHIPMENT TO RATION ASSEMBLER.

When the product processing plant and the ration assembler are located in close proximity to each other, an alternative method of conveyance that utilizes reusable containers or totes and is mutually suited to both plant operations, may be submitted to the Contracting Officer for determination of adequacy and approval for use. Proposals shall include a proposed system of labeling/marketing for maintenance of lot from processor to assembler.

Marking: Marking shall be in accordance with DSCP FORM 3556, except shelf life data shall not apply. The following shall be included: "For Meal, Ready-to-Eat". The lot number shall be the production lot number from the individual package as described above.

UNITIZATION: Shipping cases will be palletized and prepared in unit loads in accordance with type III, class G, requirements of DSCP Form 3507 (figure 5), except that fiberboard/polyethylene base pads and fiberboard top pads are required. In addition, the unit load height shall be no greater than 54 inches.

Wooden pallets shall be constructed from heat-treated material and certified by an accredited agency recognized by the American Lumber Standards Committee (**ALSC**) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations.

REFERENCE DOCUMENTS

Sanitation Requirements for Food Establishments. MIL-STD-3006, August 2000. DoD Standard Practice.

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, April 1, 2002

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, October 2001.

Commercial Item Description, Cellophane. GSA, A-A-1989B August 1, 1993

Sampling Procedures and Tables for Inspection by Attributes. ANSI/ASQC Z1.4, 1993

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974-98, March 1999.

Standard Practice for Fabrication of Shipping Boxes. ASTM D 5118/D 5118M-95, March 1996.

Standard Practice for Commercial Packaging. ASTM 3951-98, January 1999.

EVALUATION AND AWARD DATA

Guaranteed Maximum Shipping Weight and Cube/Case

NSN	PACK	SIZE	CUBE	WEIGHT
8925-00-160-6161	TPK-2	*	*	*

*Standard weight and cube factor not available. Offeror(s) will furnish weight and cube as part of their offer(s)

Item 0014:

8520-00-J19-2029, Hand Cleaner Towelette, White, Premoistened Paper in a Packet, Unscented, Water Based, CID A-A-461, Type II

Prime Document: CID A-A-461 Hand Cleaner (Premoistened Paper Towelette in Packet), Commercial Item Description (CID) A-A-461B, 2 May 95.

Date of Pack: Acceptance will be limited to product processed and packed subsequent to date of award.

Additions, Deletions and/or Substitutions

THE FOLLOWING CHANGES APPLY TO: CID A-A-461

Hand Cleaner (Premoistened Paper Towelette in packet), Commercial Item Description (CID) A-A-461b, 2 May 95.

Page 1, paragraph 1.1.1, line 2: delete "not less than 10.4 kg (23 pounds)" and substitute: " 23 pounds +/- 1.25 pound".

Page 1, paragraph 1.2. Delete "12.5 cm (5 inches) by 20.0 cm (8 inches)" and substitute "250 square centimeters (40 square inches)".

Page 2, paragraph 1.6, "weight of cleansing solution per towelette", line 2, delete "2.8 to 4.0" and substitute "not less than 2.3".

THE FOLLOWING CHANGES APPLY TO: Packaging Requirements and Quality Assurance Provisions for CID A-A-461B, Hand Cleaner (Pre-moistened Towelette in Packet), July 2001.

(There are no changes at this time)

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

PACKAGING: In accordance with D-1 PACKAGING of the Packaging Requirements and Quality Assurance Provisions for CID A-A-461B, Hand Cleaner (Pre-moistened Towelette in Packet)

PACKING: In accordance with D-3 PACKING of the Packaging Requirements and Quality Assurance Provisions for CID A-A-461B, Hand Cleaner (Pre-moistened Towelette in Packet)

LABELING: In accordance with D-2 LABELING of the Packaging Requirements and Quality Assurance Provisions for CID A-A-461B, Hand Cleaner (Pre-moistened Towelette in Packet)

UNITIZATION: In accordance with Paragraph 5.1.5 of ASTM D 3951.

MARKING: In accordance with D-4 MARKING of the Packaging Requirements and Quality Assurance Provisions for CID A-A-461B, Hand Cleaner (Pre-moistened Towelette in Packet)

REFERENCE DOCUMENTS

Sampling Procedures and Tables for Inspection by Attributes, ANSI/ASQC Z1.4 1994. American Society for Quality Control

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence. DSCP Form 3556, October 2001.

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Boxes. ASTM D 1974-98, April 1998.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D 5118/D 5118M-95, November 1995.

Standard Practice for Commercial Packaging, ASTM D 3951-98, 1998.

Grammage of Paper and Paperboard (Weight per Unit Area), 1993. Technical Association of the Paper and Pulp Industry (TAPPI). TAPPI T 410.

Standard Test Method for Density and Relative Density (Specific Gravity) of Liquids by Bingham Pycrometer. ASTM D 1217 – 98, 1998.

Standard Test Method for pH of Aqueous Solutions With the Glass Electrode. ASTM E 70 – 98, 1998.

EVALUATION AND AWARD DATA

Guaranteed maximum shipping weight and cube/case

NSN	Type Pack	Size	Cube	Weight
8520-00-J19-2029	TPK-1	Ration Component	*	*

*Standard weight and cube factor not available. Offeror(s) will furnish weight and cube as part of their offer(s).

Item 0015:

9920-00-174-3194, **Match, Safety Paper Matches** in book form, 50 books per box, Standard pack, type II, class 2.

Prime Document: Matches, Safety: Commercial Item Description (CID). A-A-59489, September, 1999. General Services Administration.

Date of Pack: Acceptance will be limited to product processed and packed subsequent to date of award.

PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

Packaging in accordance with **PACKAGING** (D-1) of the Quality Assurance Provisions and Packaging Requirements for CID A-A-59489 for Matches, Safety.

Packing in accordance with **PACKING** (D-3) of the Quality Assurance Provisions and Packaging Requirements for CID A-A-59489 for Matches, Safety.

Labeling in accordance with **LABELING** (D-2) of the Quality Assurance Provisions and Packaging Requirements for CID A-A-59489 for Matches, Safety.

Unitization in accordance with paragraph 5.1.5. of **ASTM D 3951**

Marking in accordance with **MARKING** (D-4) of the Quality Assurance Provisions and Packaging Requirements for CID A-A-59489 for Matches, Safety.

REFERENCE DOCUMENTS

Marking Instructions for Shipping Cases, and Palletized/Containerized Loads of Perishable and Semiperishable Subsistence, DSCP Form 3556, October 2001.

Colors, Federal Standard #595B, 11 January 1994.

Sampling Procedures and Tables for Inspection by Attributes, ANSI/ASQC Z1.4. American Society for Quality Control, 1993

Standard Practice for Commercial Packaging. ASTM D 3951-98, January 1999.

Standard Practice for Fabrication of Fiberboard Shipping Boxes. ASTM D-5118/D5118M-95, March 1996.

Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers. ASTM D 1974-98, March 1999.

EVALUATION AND AWARD DATA

GUARANTEED MAXIMUM SHIPPING WEIGHT AND CUBE PER CASE

NSN	TYPE PACK	SIZE	CUBE	WEIGHT
9920-00-174-3194	ALL	RATION COMPONENT	*	*

*Weight and cube factor not available. Offeror(s) to provide weight and cube as part of their offer(s).

INSPECTION AND ACCEPTANCE

NOTE: The Quality Assurance Provisions found in Section E of this solicitation and in Sections E of the Quality Assurance Provisions and Packaging Requirements for component Prime Documents cited in this solicitation are required for contractor, Army Veterinary, and USDA inspection, unless otherwise specified by this solicitation/contract.

FAR Clause 52.246-2 is applicable to this solicitation/contract.

Contract Terms and Conditions – Commercial Items (52.212-4) (FEB 2002)

(a) Inspection/Acceptance.

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) within a reasonable time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

The Contractor or its assignee may assign its rights to receive payment as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes.

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes.

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable Delays.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN)> The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent Indemnity.

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of Loss.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes.

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's Convenience.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard

record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for Cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title.

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of Liability.

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other Compliances.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of Precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) the schedule of supplies/services;
- (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) the clause at 52.212-5;
- (4) addenda to this solicitation or contract, including any license agreements for computer software;
- (5) solicitation provisions if this is a solicitation;
- (6) other paragraphs of this clause;
- (7) the Standard Form 1449;
- (8) other documents, exhibits, and attachments; and
- (9) the specification.

Addendum to 52.212-4

Paragraph (a) Inspection/Acceptance. Delete in its entirety and substitute the following:

"(a) Inspection/Acceptance

Commercial Items shall be inspected and accepted at destination, except for (1) shortbread cookies and (2) toaster pastries (see E-3-C. for inspection and acceptance of shortbread cookies and toaster pastries).

The Contractor shall only tender for acceptance those items that conform to the requirements of this solicitation and are free of defects. The Government reserves the right to inspect or test any products that have been tendered for acceptance, at a level determined necessary to ensure conforming product. All items delivered will be inspected in accordance with the assembler's receipt inspection program as outlined in the assembler's Quality System Plan. . Receipt inspections shall be at a minimum inspection level of S-3 of ANSI/ASQC Z1.4-93. At no time may the assembler's receipt inspection be more severe than the origin inspection criteria for GFM. Defect classification shall correspond to the origin specification defect classification. Inspection will include, a sanitary inspection of the delivery vehicle, and inspection of product for count, identity and condition. Inspection for condition shall include, but not be limited to package integrity, quality of food, comparison to production standard, and compliance with date of pack requirements and the presence of any internal infestation or foreign material. Any evidence of insect or rodent infestation, foreign material, or contamination shall be cause for rejection of the entire production lot. Grand lotting of more than one production lot of identical component types within a shipment for the purpose of receipt inspection may be performed. When the total shipment is inspected as a single lot, the identity of the items must be maintained and samples must be drawn from each lot in proportion to its size.

The assembler's receipt inspection program will be verified by the U.S. Army Veterinary Inspection (AVI) personnel at the assembly plant. Defects found on deliveries will be verified by the AVI. Final responsibility for acceptance or rejection of product will rest with the Government inspector, however, the Government may base its decision on the assembly contractor's inspection results. In addition, the AVI may perform their own receipt inspection before making a final determination of acceptance or rejection of product. Any inspection failure shall be considered to be representative of the entire production lot and shall be cause for rejection of the entire production lot. The reliability of the contractor's receipt inspection system will be determined by the AVI in accordance with paragraph "Reliability Conditions" cited in the assembly solicitation. However, the frequency of verification of the contractor's receipt inspections will remain at the discretion of the Government.

The Government may require repair or replacement of nonconforming product at no increase in contract price. The Government must exercise its post-acceptance rights-- (1) within a reasonable time after the defect was discovered or should have been discovered; (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item; and (3) in accordance with the warranty provisions of the contract."

Paragraph (i), Payment.

[] Delete the 1st sentence and substitute the following: **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

USDA Inspection for Shortbread Cookies and Toaster Pastries:

Origin inspection by USDA is required for shortbread cookies and toaster pastries if the finished product is packaged into either preformed or form-fill-sealed trilaminate barrier pouches prior to delivery to the ration assembler; acceptance at destination. Inspection and acceptance by AVI is required for commercially packaged shortbread cookies that are overwrapped into preformed or form-fill-sealed trilaminate barrier pouches at an assembler. Inspection and acceptance by USDA is required for toaster pastries packaged into preformed or form-fill-sealed trilaminate barrier pouches at an assembler. USDA inspection shall be contractor paid USDA, AMS, FV, PPB inspection in accordance with DSCP Clause 52.246-9P09. Optional contractor testing provided by DSCP Clause 52.246-9P10 is applicable. When permitted by the applicable food component specification, a Certificate of Conformance (COC) for ingredients shall be provided in accordance with DSCP Clause 52.246-9P20.

PDM Replenishment Sample Lots (Shortbread Cookies and Toaster Pastries)

PDM replenishment sample lots will be contractor and Government tested (i.e. contractor-paid USDA inspection and Veterinary Command inspection) for compliance with all analytical requirements.

Periodic Review Samples (Shortbread Cookies and Toaster Pastries)

All food components that are inspected by the USDA will be subject to periodic review sampling and examination /testing during contract production in accordance with the following criteria: The USDA Inspector will randomly select nine sample units of each item produced (each type, flavor, etc.) throughout each month's production. The USDA inspector shall provide the samples to the contractor representative, who will ship them to the following addresses, at the contractor's expense once, once per month:

Six samples will be sent to:

HEAD, DCIS
USDA, AMS, FV, PROCESSED PRODUCTS BRANCH
1400 INDEPENDENCE AVE. SW
STOP 0247, ROOM 0726, SOUTH BUILDING
WASHINGTON, DC 20250

Three samples will be sent to:

COMMANDER
US ARMY SOLDIER & BIOLOGICAL CHEMICAL COMMAND
RESEARCH, DEVELOPMENT, & ACQUISITION ENTERPRISE
ATT: AMSSB-RCF-F
15 KANSAS STREET
NATICK, MA 01760-5018

Receipt Inspection Procedures (Commercial GFM Items):

For all GFM Commercial Items, the supplies delivered (GFM) shall be subject to receipt inspection at destination in accordance with the criteria cited the "Addendum to 52.212-4, (a) Inspection/Acceptance. At no time may the receipt inspection be more severe than applicable origin inspection criteria (Adjustment may be necessary for particular defect categories, where existing origin criteria is less severe). The contractor shall include a special package integrity inspection as part of the QSP for apple cider, coffee, fruit beverage bases, and instant tea; to be performed on a skip-lot basis by means of a dry bell jar, desiccator, or similar apparatus. (See footnote 4/ following "Receipt Inspection Table of Defects" below.) This special package integrity inspection is in addition to the normal visual package inspection cited in the QSP. The special package integrity inspection may be conducted at a rate of one in every ten lots delivered, without replacement of lots into the sample pool. In the event that Government inspection of GFM commercial components is necessary, product not having existing origin inspection criteria will be examined by using the inspection criteria and tables cited below. The following tables apply to Government inspection, however, if the assembly contractor so elects, the contractor may voluntarily incorporate these tables into the QSP and indicate their use in the QSP..

(1.) Examination for Condition

The sample unit shall be one primary container. Lot size shall be expressed as number of units per delivery shipment received at one time. The inspection level shall be S-3, normal, single, and AQLs shall be 0.65 for Major B defects, and 2.5 for Minor defects. The inspection level for defects 153 and 154 shall be S-2, normal, single, and AQL shall be 1.5. Sampling shall be in accordance with ANSI/ASQC Z1.4-93

Receipt Inspection Table of Defects 1/	
Category	Defect
Major B Minor	
151	Not clean. <u>2/</u>
152	Loss of package integrity, such as tear, hole, open seal or sifter. <u>3/</u> , <u>4/</u>
153	Texture, odor, color or flavor change. <u>5/</u>
154	Broken oxygen scavenger, or pouch does not contain oxygen scavenger (when required). <u>5/</u>
201	Marking on shipping case incorrect, missing, illegible or does not represent content.
202	Labeling on package missing, illegible or does not represent contents.

1/ Any evidence of insect or rodent infestation, foreign material or contamination shall be cause for rejection of the lot.

2/ Outer package shall be free from foreign matter which is unwholesome has the potential to cause pouch damage (i.e., glass metal filings, etc.,) or generally detracts from the clean appearance of the pouch. The following examples shall not be scored as unclear:

- a. Foreign matter which represents no health hazard or potential pouch damage and which can readily be removed by gently shaking the pouch or by gently brushing the pouch with a clean, dry cloth.
- b. Dried product which affects less than 1/8 of the total surface of one pouch face (localized or aggregate).
- c. Water spots.

3/ A sifter is a pouch which loses any amount of contents when shaken vigorously.

4/ Open seals may be determined by placing samples in a bell jar, desiccator, or similar apparatus by which a vacuum may be drawn (use no more than 15 inches of mercury for 30 seconds), after closed package visual examination and prior to open package examination, in order to determine if seals are intact. Any package that does not swell to a tightly distended form shall be classified as a defect.

5/ Open package examination; samples drawn for closed package inspection may be used.

(2.) Examination for Count per Shipping Container 1/.

Examination shall be in accordance with the inspection criteria and table below. The sample unit shall be one shipping container. Lot size shall be expressed as number of units per delivery shipment received at one time. The inspection level shall be S-1 and AQLs shall be 6.5 for minor defects. Sampling shall be in accordance with ANSI/ASQC Z1.4-93.

Count Examination Table of Defects	
Category	Defect
Minor 201	Less than 95% of specified quantity 1/

1/ The lot shall be rejected if sample data indicates a lot average count less than indicated on the container.

(3.) Examination for Identity

Examination will be performed to determine if the item conforms to the product description cited in "Section C" of this document and is the shipment described on the shipping document. This examination will be done in conjunction with the examination for count set above, using the samples drawn for that examination. However the AQL is not applicable for this examination. The finding of one or more nonconforming containers shall be cause for rejection of the lot.

In addition, inspection shall be performed to determine identity and the presence of any internal infestation. This inspection will be an open package inspection. One package, from each sample case selected for the count examination, will be opened for examination. The finding of one or more nonconforming containers shall be cause for rejection of the lot. This examination will be done in conjunction with the examination for count set out above, using the samples drawn for that examination. However the AQL is not applicable for this examination. Finding of one or more nonconforming containers shall be cause for rejection of the lot.

Packaging and Packing Materials (applicable to trilaminate barrier pouches)

Packaging components (e.g., cartons, rollstock, preformed pouches, packets, accessory and menu sub assembly pack bags, material & menu bags, strapping materials, fiberboard caps, adhesive, tape) are subject to DSCP Clause 52.246-9P20. The Government QAR shall have the responsibility for verifying COC's as necessary. Any inspections required by the specifications may be performed by the Government to assure compliance with the specifications. DSCP Clause 52.246-9P20 shall also apply to bond strength tests on retort pouches.

General Inspection (Examination/Testing) Requirements

(A.) When contractor determines as a result of his inspection(s) or QSP, or is informed by the QAR as a result of verification inspection, that the supplies do not conform to contractual requirements, he has the following alternatives:

1. Produce and inspect a new lot.
2. Screen or rework and reoffer conforming supplies (provided screening or reworking is not detrimental to the product and does not conflict with other requirements, e.g. time, temperature, etc.) See "Rework of Nonconforming Product Pre or Post Acceptance" for applicable situations.
3. Request the Contracting Officer to consider acceptance of the nonconforming supplies in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".
4. When valid technical reason(s) exist for suspecting the verity of the inspection results, request the Contracting Officer's permission to reinspect the supplies without screening or reworking. The request must be made in writing in accordance with paragraph "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies". Any lot with one or more valid critical/major A defect(s) will not be reinspected without reworking or screening of all units. Examples of valid technical reasons are:

A. After finding the lot nonconforming for net weight, it is discovered that the scales used for the inspection were out of adjustment or

B. After finding the lot nonconforming for a chemical test characteristic, it is discovered that a chemical used in the analysis has deteriorated or had not been properly prepared.

(B.) The contractor may petition the Government (through the Contracting Officer) for skip lot or a reduction in verification inspection at such time that the contractor believes his quality program is fully acceptable and reliable. There will be no "skip lot" or "reduced" inspection option for critical defects.

Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies

(A.) When contractor inspection or QSP, or Government verification by the QAR, reveals a process deviation or nonconforming lot, the contractor's written request for deviation, waiver, rework or reinspection of the nonconforming lot(s) must be furnished, as appropriate to the Contracting Officer and cognizant Government QAR and shall at a minimum contain the following:

1. Contractor's name and address.
2. Contract number, lot number(s), and quantity.
3. Item nomenclature and NSN, whether a component or end item.
4. Specification number, table/paragraph number, sample size, AC/REJ number(s), defect number(s), number of defects. Identify the pouch codes of defective units.
5. Classification of defects: Critical _____ Major _____ Minor _____
6. Cause of nonconformance or deviation, and corrective and preventative action.
 - a) State the root cause of the deficiency.
 - b) State the corrective and preventative action contractor has taken/will take to preclude recurrence.
 - c) If preventive action is not possible, state why.
7. If deviation/nonconformance is of a recurring nature, the frequency of occurrence and date/contract/lot number of last occurrence.
8. Effect on cost/price.

9. Effect on delivery schedule.
10. Full justification for request for deviation, waiver, rework or reinspection.
11. Submit in-process data (MPC, SPC), and contractor and Government end-item records for the involved lot(s). Submit retort records, copy of process schedule and letter from Processing Authority if a process deviation.
12. Applicable to the defect found or class of defects for critical defects, identify the situations where the lot exceeded control limits (out-of-control, exceeded action level or number) according to in-process records (MPC, SPC), and identify the corrective actions taken for each instance.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot.

(B.) When a valid technical reason for reinspection is offered and permission is granted by the PCO, the contractor shall take corrective action to eliminate the cause of the inspection revealed failure; reinspect the nonreworked lot after taking the corrective action, and evaluate the results of the initial inspection and the reinspection by means of recognized statistical methods.

1. If the statistical tests reveal no significant difference between the results of the two inspections, acceptability will be based on reinspection results. A significant difference is one that is real and not due to chance variation. Statistically, a difference which has a 0.05 probability of occurring by chance alone is usually considered a significant difference.

2. If such statistical tests reveal no significant difference between the results of the two inspections, both results will be reported to the Contracting Officer.

A. The results of the two inspections will be averaged and acceptability will be based on whether the resulting average meets the requirement, when the requirement is an average (variable) requirement.

B. The results of the initial (original) inspection will be the basis for the acceptability decision when the requirement is a unit (attribute) requirement.

Rework Of Nonconforming Product Pre or Post Acceptance

Rework Of Nonconforming Product: The Government QAR must be informed and provided documentation of all rework results when product is presented for Government verification inspection or prior to Government inspection as indicated below.

A. **Corrective Action (Rework/Screen Inspections) Taken Prior To Government Verification Inspection (Receipt, In-Process And End-Item Inspections):** Unless otherwise specified below, all reworks and screening inspections conducted prior to the Government verification inspection do not require approval from the Government. Although the GQAR must be informed of all reworks, the contractor is not required to obtain approval to take corrective and preventive action as deemed necessary to ensure compliance with contractual requirements. For reworks requiring the Government's approval (as specified below), the contractor may submit a standard rework procedure (SRP), for certain defects, under the contractor's documented QSP section XIII Corrective and Preventive Action Program. The SRPs must be specific and these must be evaluated by DSCP-HRA/HRU, HROS, and approved by the applicable contracting officer.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. When a contractor determines as a result of his end item inspection(s) or QSP that supplies do not conform to contractual requirements and the supplies cannot be reworked (such as drained weight, viscosity, piece size, residual air, etc), he has the alternative to request the Contracting Officer for a waiver for the nonconforming requirement. If the Contracting Officer approves the waiver request for a specific requirement, the written waiver approval shall be provided to the GQAR when the supplies are presented for Government Verification Inspection (the skip-lot inspection does not apply in this case). The GQAR shall only inspect the supplies for compliance with all requirements of the contract, except the waived requirement. The Contracting Officer, in special circumstances, may request nonconforming supplies to be inspected by the GQAR, after the waiver for the nonconforming requirement has been provisionally approved, to determine severity of nonconformance only. Due to the type of statistical sampling cited in the contract, under no circumstances shall a lot found nonconforming by the contractor be inspected by the GQAR to determine conformance to a requirement that has previously been established as nonconforming by the contractor's inspection.

B. The Following Reworks Must Be Coordinated With The Supervisory GQAR And Approved By The Applicable DSCP-HR Office.

1. Insect or Rodent Infestation/Contamination: Reworks must be approved by HROS' entomologists.

2. Food Safety and Foreign Material: All corrective actions for product retained due to foreign material and/or processed/unprocessed container mix-ups must be approved by HRA or HRU as applicable. Thermal process deviations or deviations from the preparation, formulation or critical factors cited in the approved process schedule must be accompanied by a detailed letter from the plant's Processing Authority. The involved subcode(s), the deviation, and the disposition of the product shall be clearly identified when the complete lot is presented for Government end item verification inspection. If the producer fails to provide enough information/data in the case of a deviation, the GQAR shall contact HRA or HRU for approval to proceed with the Government end item verification inspection. These requirements are in addition to applicable Code of Federal Regulations or other regulatory requirements (USDA-FSIS, FDA).

Note: Deviations (that occur during or prior to the production of a product) from specific preparation/formulation/ingredient requirements cited in the specifications shall be submitted as a request for product deviation and must be approved and coordinated with the Specification Preparing Activity (Natick) through the applicable contracting officer.

3. Tray Pack Can Seam: Reworks must be approved by HRUT.

4. **Critical Pouch Defects:** All reworks due to critical pouch defects noted during the Government final lot end item verification inspection, producer's end item inspection, Government or assembler receipt inspection, or when the established action number/level (as cited in the contractor's QSP) is exceeded during the in-process assembly operation must be approved by HRAA or HRAC unless a 100% open carton rework is conducted at source or at the assembler. All pouches exhibiting same or other pouch integrity defects must be removed during the 100% open carton rework and noted on the rework paperwork. Reworked lots will be inspected or re-inspected as applicable, by the GQAR at the location of the rework using the next larger sample size (for example, from 200 samples to 315, or if a second rework, from 315 samples to 500 samples). Rework results must be included with other paperwork when the lot is presented for Government end item verification inspection.

5. **Second Time Reworks:** All second time reworks must be approved by the applicable HR office.

6. **Nonconformances Noted During The Government End Item Verification Inspection:** All rework requests submitted for defects noted during Government verification end item verification inspections must be approved by the applicable contracting officer.

C. Contractor's Quality History:

1. Effectiveness of corrective actions (rework/screen inspections) taken by the contractor prior to Government end item verification inspection (receipt, in-process and contractor's end-item inspections) will be determined by the results of the end item verification inspection performed by the GQAR. Corrective actions taken to ensure compliance with the contractual requirements prior to the Government end item verification inspection will not be counted against the contractor's quality history. If product is found conforming during the Government end item verification inspection, the corrective action will be determined to have been effective.

2. If product is found nonconforming during the Government end item verification inspection following contractor corrective action for the same defect (or defect category in case of critical pouch defects) for which the contractor took a corrective action, the corrective action will be determined to have been ineffective. In addition to any action taken, the contractor must reevaluate their documented QSP and/or the implemented corrective and preventive action program by an internal audit and results must be submitted to HROS (Systems Audit Program Manager). All corrective actions (rework/screening inspections, etc.) taken by the contractor due to a Government end item verification inspection rejection will be documented in the contractor's quality history records.

NOTE: If the contractor elects to rework nonconforming product, it must be reworked and reoffered within 30 days from date of initial rejection.

NOTE: All requests for rework shall be accompanied with a comprehensive rework plan. The rework plan will include rational information and data that supports the rework plan and ensures the elimination of nonconforming material from the lot. See "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies".

Shipment and Commingling of Component Lots

In order to facilitate lot traceability at the assembler's plant, the following is required (GFM and CFM):

- (1.) Lots shall be shipped on a first produced (and accepted) first out basis. No product shall be older than three months at time of shipments, except when a product at the manufacturer's plant is pending disposition instructions and/or action (request for waiver, deviation, rework, reinspection, etc.) and/or as authorized by the Contracting Officer.
- (2.) Each shipping case shall normally contain only one manufacturer's lot. If a partial shipping case remains at the end of the production day, dunnage shall be used to fill the remainder of the case and the outside of the case shall be marked indicating the number of pouches/items within. See paragraph "Mixed Code Lots" below for exception.
- (3.) Each unit load shall contain only one production lot, as a rule. However, when a partial unit load remains at the end of a production day, the contractor is permitted to complete the unit load with another lot's material. In this instance a unit load may consist of two lots to facilitate shipment.
- (4.) When two lots are incorporated on one pallet, the lots shall be distinctly separated by the use of paper or other material suitable for this purpose. When this occurs, the contractor shall affix a unit load placard on two adjacent sides of the unit load, identifying each lot number on the load and the quantities of pouches/items within each lot.
- (5.) Assemblers shall assemble one (1) component lot at a time, i. e., one (1) component lot shall be used at each assembly line until it becomes necessary to place another lot of the same component on the assembly line to maintain assembly flow.
- (6.) Lot numbers and corresponding lot quantities shall be included on the shipping/receiving documentation, e.g. DD Form 250 for GFM items and any CFM thermostabilized, water-activity stabilized, or cheese spread items. In addition, thermostabilized items, water-activity stabilized items, and cheese spread items shall also cite subcodes delivered.

Mixed Code Lots

In addition to the above, the following requirements shall apply to the shipment of "mixed code lots":

- (1.) A "mixed code lot" is defined as a lot consisting of small quantities of components representing different lots. These components usually accumulate as the result of sampling for the purposes of incubation, USDA standby samples or for similar reasons.
- (2.) Unit loads containing mixed code lots shall be identified by the use of unit load placards. The placards shall list all the lots and the quantities of pouches/items within each lot contained on the pallet. The placards shall be affixed on two adjacent sides of the unit load. Lot numbers and corresponding lot quantities shall also be included on the corresponding shipping/receiving documentation, e.g. DD Form 250.
- (3.) Mixed code lots shall be periodically shipped to the assembler(s). mixed code lots shall be shipped only when an entire unit load is completed of that single item or on a quarterly basis, whichever occurs first. Mixed code lot shipments may be less than a full unit load.

(4.) When the quantity of components from one production lot is less than that needed to fill a normal shipping container, product from more than one production lot may be used to fill a case. However, product from one production lot may not be used to partially fill more than one case. When a shipping case contains product from more than one production lot, a placard will be placed on the outside of the case that indicates the lot number and quantity for each lot.

Split Lots

- (1) Prior to splitting a lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.
- (2) The origin manufacturer assumes full liability for all portions of split lot shipments. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, all portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portions, regardless of where the product was assembled.
- (3) Associated lot shipping documentation will reflect split lot status and original lot quantities.
- (4) Portions of all split lots will be stored in approved facilities only.

Operational Ration Component Lot Number and Lot Inspection

The finished component lot number shall be defined as the lot number (Julian date) assigned at the packager's plant where the finished packaging of the component occurs. For end item inspection and certification, the inspection lot shall include only product produced in one workshift. The Government Quality Assurance Representative (GQAR) reserves the right to separate the inspection lot into smaller inspection lots. The contractor is required to perform lot inspections which provide the same risk (equal or better) as those performed by the GQAR (Ex: The contractor must use, as a minimum, the same sampling plan cited in the contractual documents).

Alternative Skip-Lot End-Item Inspection Requirements for Government End-Item Verification Inspections for Operational Rations.

(Applicable to all COMMERCIAL Items subject to Government End-Item Verification Inspection):

The "Procedures for Alternative Skip-Lot End Item Inspection Requirements for Government End Item Verification Inspections for Operational Rations", dated March 2001, are applicable to current and future contracts. The switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes shall not be used for Government verification inspections. For products requiring a drained weight examination, the following is also required: The contractor shall provide the Government Quality Assurance Representative (GQAR) a copy of the current production standard (PDM/First Article) formula (including ratios of ingredients), and formulation records for each production lot submitted for Government end item verification inspection. The GQAR shall initiate skip-lot inspection based on Government verification inspections results of each product and notification that the contractor's Quality System Plan (QSP) was rated acceptable by DSCP-HROS. The Government verification inspection may be further decreased (e.g., skip-lot inspection frequency 1 in 6, 1 in 10, etc.) by the Contracting Officer if he/she determines that this is in the best interest of the Government or he/she may discontinue skip-lot inspection for Government verification inspection if it is determined that skip lot is not in the best interest of the Government.

The sampling plans switching procedures cited in ANSI/ASQC Z1.4, Sampling Procedures and Tables for Inspection and Attributes, are authorized to be used only by the contractors during the performance of contractor's end item verification inspections. Producers using the switching procedures, cited in ANSI/ASQC Z1.4, during the performance of their end item inspections must train personnel and follow all of the switching rules cited in the standard. As indicated in the standard, the sampling scheme is a combination of sampling plans with switching procedures, and each sampling plan has its own set of rules by which a lot is to be inspected and accepted or rejected. Samples may be drawn after all units comprising the lot have been produced or samples may be drawn during production of the lot. However, for those contractors that are using stratified sampling (drawing subsamples from each subplot during production of the lot), the subsamples must be drawn at random from the subplot and not inspected until all the subsamples are combined to make-up the complete sample for the applicable lot size (the formation of the lot and lot size is defined as the manner in which the lot is to be presented for Government end item verification inspection in accordance with paragraph E-13. Operational Ration Component Lot Numbers). All other inspection procedures must be reviewed by the GQAR, included in the QSP, and approved by the Contracting Officer. The producer's end item verification inspection results must be well documented and the GQAR must be informed in advance of the specific switching procedure (normal, tightened, reduced) being utilized for each product qualified under the standard.

DSCP, DLAD Clauses

The following DSCP Clauses apply to all Commercial Items, including Government inspected items:

52.246-9P01 Removal of Government Identification from Non-Accepted Supplies or Products Sold to Commercial Distributors (Jan 1992) DSCP

The contractor shall remove or obliterate from a rejected end item, or from product intended for commercial distribution, and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States

Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 USC 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 USC 301 et seq.), as well as other federal or state laws and regulations promulgated pursuant thereto.

52.246-9P15 Reinspection Of Nonconforming Supplies (JAN 1998) DSCP

(a) When origin inspection is performed by the U.S. Department of Agriculture or U.S. Department of Commerce and supplies are found to be nonconforming at origin, the contractor may request USDA/USDC reinspection/formal review in accordance with the regulations of the respective agency. In such instances, the next larger available sample size will be used. The decision of the USDA/USDC representative as to conformance or nonconformance shall be final. It will be within the discretion of USDA/USDC whether to assess reinspection costs against the contractor.

(b) When origin inspection is performed by the USDA or USDC and supplies are found to be nonconforming at destination, the contractor may petition the contracting officer to obtain permission for a single reinspection, provided such petition provides valid technical reasons to believe the destination inspection findings were erroneous. The reinspection shall be performed in accordance with the original destination inspection criteria unless otherwise specified by the contracting officer.

(1) Reinspection of nonconforming supplies for grading factors, suspicion of fraud or substitution shall be conducted by the applicable origin inspection agency (USDA for meats and poultry, or USDC for waterfoods). All costs associated with USDA/USDC reinspection shall be borne by the contractor unless the reinspection results establish compliance with contractual requirements, in which case costs shall be borne by the government.

(2) Reinspection for all other criteria shall be accomplished by the Military Medical/Veterinary Services, as coordinated by the contracting officer with the applicable Military Medical/Veterinary Service Headquarters. The Military Medical/Veterinary Service Headquarters will designate the activity assigned to perform the reinspection and advise the contracting officer and the designated activity of the reinspection schedule. Reinspection shall be performed by personnel other than those involved in the original destination inspection. Reinspection costs shall be borne by the contractor when reinspection results substantiate the nonconformance. The government shall bear the costs of reinspection if the products are in compliance with contractual requirements.

(c) When inspection by the USDA or USDC is not a contract requirement and supplies are found nonconforming at destination, the contractor may petition the contracting officer one time only to obtain permission for a single reinspection provided such petition provides valid technical reasons to believe the original inspection findings were erroneous. If the contracting officer authorizes a reinspection, the reinspection results shall be final if they differ from the original inspection to such a statistically significant degree that error in the original results is probable. Otherwise, the original inspection results shall prevail. The reinspection/formal review shall be performed in accordance with the original inspection criteria, unless otherwise specified. All costs associated with the reinspection shall be borne by the contractor unless the reinspection results establish compliance with the contract requirements in which case costs shall be assumed by the government. Reinspection shall not be authorized when original inspection findings show that the supplies are unwholesome or contain a deleterious substance.

(d) The contractor may elect to petition the contracting officer to grant a waiver of those contract requirements for which supplies have been found nonconforming and accept the supplies "as is" with appropriate price consideration. However, if the contractor intends to exercise any option under (a), (b) or (c) above, the contractor must do so prior to requesting a waiver. The denial of a waiver by the contracting officer will result in final rejection of the nonconforming supplies without recourse to reinspection.

NOTE: If there is any discrepancy between this clause, Reinspection of Nonconforming Supplies (DSCP Clause 52.246-9P15) (Aug 1997)), and the Section E clauses entitled "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance", the requirements of "General Inspection (Examination/Testing) Requirements", "Request for Rework, Request for Waiver, Request for Deviation, or Reinspection of Nonconforming Supplies", and "Rework of Nonconforming Product Pre or Post Acceptance" shall take precedence.

52.246-9P16 Contractor and Government Samples at Origin (Jan 1992) DSCP

When required, the contractor will select samples of end items or components or both for contractor examination or testing as required by the item specification or other contract provisions. In addition, the Government may select samples of end items or components or both at origin for the purpose of conducting required inspection. The Government may use, consume, destroy or retain said samples at its option. Notwithstanding any other provision of the contract, the contractor shall bear the cost of contractor and Government samples selected at origin, whether the supplies are accepted or rejected. Furthermore, unless otherwise specified, any sample unit which is altered as a result of the performance of any required examination or test so as to no longer meet the required characteristic of the component or end item, shall not be included as part of the supplies delivered under the contract. Examples of such alteration include, but are not limited to, cutting an item to remove a slice or observe internal surface characteristics, procedures requiring re-canning/re-cooking of the product, thawing and refreezing.

52.246-9P20 Certificate of Conformance (JAN 1998) DSCP

(a) Unless otherwise specified in the contract, the contractor shall furnish a Certificate of Conformance for packaging, packing, labeling, marking and unitization materials and their performance in use in lieu of Government sampling and testing. Performance in use applies to joint strength of strapping and tension of unit load strapping. The unitization materials covered by the Certificate of Conformance shall not include pallets. Examination and testing of pallets shall be performed in accordance with specification requirements unless otherwise stipulated in the contract.

(b) When specified, the contractor may also furnish a Certificate of Conformance for certain components/ingredients or end item characteristics. The contractor may still furnish a Certificate covering any of the foregoing even though a subcontractor provided the materials. In such event, the contractor is responsible for assuring that the materials meet all contract requirements. For this reason, the contractor should request a Certificate of Conformance from the subcontractor.

(c) The Certificate of Conformance should be worded substantially as follows:

(1) I certify that all (indicate type of material) called for by the contract conform to applicable contract requirements in every particular. (For meats only, the contractor must also state that "No distressed, reconditioned meat has been used.")

(2) Such materials consist of the following: (Specify quantity, manufacturer and nomenclature for each item.)

Signature and Title of Certifying Official

Distribution: One copy to origin inspector, when applicable. One copy with shipment when origin USDA/USDC inspection is not required. One copy with invoice for payment when DD Form 250 is not used.

(d) It is the intent of the Government to be able to rely on the Certificate of Conformance. To assure that the certificate is reliable, the Government reserves the right to perform verification testing of each component for which specifications are established in the contract. Random samples shall be personally selected by the cognizant Government inspector. Random samples of packaging, labeling, packing and marking materials shall be submitted to the DLA Analytical Laboratory with a copy of the DD Form 1222 furnished to DSCP-HSQ. Food component materials shall be sent to the laboratory servicing the inspector's organization. All costs incident to the sampling and submittal of materials shall be borne by the contractor. The reliability of the contractor's Certificate of Conformance will be determined on the basis of Government verification results.

(1) When it is determined by DSCP-HSQ that the DLA Analytical Laboratory test samples meet the contract requirements, the Certificate of Conformance for these materials is considered reliable.

(2) When DSCP finds the materials do not meet the contract requirements based on recognized statistical methods, the Certificate of Conformance is considered unreliable. The contractor shall be so advised and the particular deficiencies that render such certificate unreliable shall be identified. The unreliability status may be continued from contract to contract regardless of the particular contract on which the verification tests, or submission by contractor of nonconforming material, has occurred. The contractor is responsible for all costs incurred by the Government in performing tests of future samples submitted for testing after such time as the Government has informed the contractor of the unreliability status and until reliability is again established to the satisfaction of the contracting officer. Testing and administrative costs shall be assessed at the prevailing rate.

52.211-9P36 FDA Compliance (Jan 1992) DSCP

If any Supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

52.246-9P31 Sanitary Conditions (JAN 1998) DSCP**(a) Food Establishments.**

Option 1 (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

Option 2 (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(iv) Fish and fishery products from establishments listed in the "Approved List--Sanitary Inspected Fish Establishments", published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service", Public Health Service Publication No. 229.

(vi) "Dairy Plants Surveyed and Approved for USDA Grading Service", published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists", published by the U.S. Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Fruits, vegetables and juices thereof.

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(iv) Foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

(4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", bearing labels reading "Distributed By", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

NOTE: Paragraph (a), Option 2, (1), of DSCP Clause 52.246-9P31, is not applicable to this contract.

**52.246-9P32 Federal Food, Drug and Cosmetic Act - Wholesome Meat Act (Jan 1992)
DSCP**

(A) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

- (1) Shipped in interstate commerce,
- (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(B) The Government shall have six months from the date of delivery of the supplies to the Government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(C) Within a reasonable time after notice to the contractor of breach of this warranty, the Government may, at its election:

- (1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;
- (2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefor; provided, that if the supplies are seized under either Act, such seizure, at Government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the Government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "Disputes".

(D) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

52.209-9P07 Pre-Award Plant Survey (Jan 1992) DSCP

To determine the responsibility of the prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

52.246-9003 Measuring And Test Equipment (Jun 1998) - DLAD

Notwithstanding any other clause to the contrary, and/or in addition thereto, the contractor shall ensure that the gauges and other measuring and testing equipment, used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements, are calibrated in accordance with ISO 10012-1 or ANSI/NCLS Z540-1.

52.246-9004 Product Verification Testing (Jun 1998) - DLAD

(a) References: The applicable documents are the issues of Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies—Fixed Price," and ANSI/ASQC Z1.4-1993, *Sampling Plan and Tables for Inspection by Attributes*, which are in effect on the date of solicitation for awards resulting from Invitation for Bids and the date of award for all other contractual actions. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-2 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.

(b) The contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of the contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(c) On any given contract, the Government may require PVT through a government designated testing laboratory on the contract or production lot at government expense. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. When material under the contract is designated by the Contracting Officer/Administrative Officer for each test, the government inspector will select a random sample from the contract or production lot, and send the samples to a designated laboratory for testing. Where origin inspection is specified, the contractor agrees to make available, at the Government's request, at the manufacturing facility, subcontracting facility, and/or final point of inspection, the quantity selected by the contract administrative office quality assurance representative to verify that the entire lot tendered meets the requirements of the contract. The Government shall be permitted to select such samples at random from the production lot tendered for acceptance.

(d) [This subparagraph pertains only to contracts and bilateral purchase orders.]

(1) The PVT samples will be sent, by the Government at government expense, to a government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 working days of receipt of the samples by the Government. If the Government fails to act within the period set forth herein for notification, the contracting officer shall, upon timely written request, equitably adjust, under the Changes clause of this contract, the delivery or performance dates and/or the contract price and any other contractual terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT test results.

The Government shall have the option to require the contractor to screen the entire lot tendered for any defects noted by the PVT testing. Any defects found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT testing. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. In such case, the Government reserves all rights to remedies to which it is otherwise entitled by law, regulation, or this contract.

(e) [This subparagraph pertains only to unilateral purchase orders.]

(1) The PVT samples will be sent by the Government and at government expense, to a government-designated testing laboratory for product verification. The Government will notify the contractor of the results of the testing within 15 days after receipt of the samples. If the Government fails to act within the specified time period set forth herein for notification, the contracting officer shall, upon timely written request **from the contractor**, incorporate FAR clause 52.243-1, "Changes Fixed-Price", into the purchase order, and equitably adjust the delivery or performance date and/or the price and any other terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after the PVT test results.

(2) The Government shall have the option to require the contractor to screen the entire lot tendered for any defects noted by the PVT. Any defects so found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order.

The following DSCP Clauses apply only to Government inspected items:

52.246-9P09 General Inspection Requirements (JAN 1998) DSCP

(a) Inspection.

(1) The contractor shall employ the services of the U.S. Department of Agriculture (USDA), Grain Inspection, Packers and Stockyard Administration (GIPSA) or Agricultural Marketing Service (AMS) or U.S. Department of Commerce (USDC), National Marine Fisheries Service (NMFS) to accomplish origin inspection (examination and testing) and sampling as required herein and in the applicable commodity specifications. The contractor shall bear all expenses incident thereto, including costs of samples and all associated costs for preparation and mailing. Costs shall be assessed in accordance with the Government laboratory testing charges for individual test characteristics and number of tests required by the specification or contract. A list of fees may be obtained from the appropriate inspection activity. The contractor shall furnish the Government grader/inspector a copy of the complete contract and supporting contractual documents (i.e., individual solicitation, contract modifications, waivers and referenced specifications). Offerors may contact the appropriate Government office to discuss inspection procedures prior to submitting offers, however, nothing provided thereby shall be construed to alter the applicable specification in any manner or reduce the responsibility of the contractor to comply with such specifications.

(2) The contractor shall take action to correct or replace nonconforming supplies.

(3) The Government shall perform an inspection at destination for identity, condition and quantity. If there is evidence that the supplies do not conform to contract requirements, the inspector shall report the findings of his inspection to the appropriate DSCP office (Operational Rations Business Unit, Food Services Business Unit, Produce Business Unit, Product Services Office, etc.). The applicable DSCP office shall report the findings to the contracting officer or the ordering officer, who shall in turn notify the contractor.

(4) Supplies will be rejected when any evidence of insect activity (live or dead in any stage of development) or rodent activity/contamination is found in or on product, packaging, packing or unitization.

(5) Nonconforming supplies rejected at origin will not normally be accepted by the Government. However, the contractor may elect to petition the contracting officer in writing to grant a waiver of the contract requirements for which supplies have been found nonconforming, and to accept the supplies "as is" with appropriate price consideration.

(6) The contractor shall furnish all inspection gauges, instruments, scales, tools or other material required by the designated Government inspection activity to complete the necessary inspection. The Government inspector will ensure that the contractor has had such gauges, instruments, scales, tools and other material required to complete inspection properly calibrated and, if necessary, certified. When required by the contract/solicitation, the Government inspector will collect insect specimens from plant production and storage areas and submit the specimens to the nearest military entomological laboratory for identification. When the collection of insects is required, the contractor shall be responsible for supplying and installing specified insect monitoring devices required to accomplish this task.

(b) Standby Test Samples.

The Government reserves the right to withdraw and hold standby samples of components or finished products or both (quantity of which shall be not more than twice that required by the specification) for inspection purposes. Samples not used shall be returned to the contractor.

(c) USDA and USDC Certificates.

(1) Inspection by USDA, AMS, Fruit and Vegetable Division, Poultry Division or Dairy Division: When DD Form 250, Material Inspection and Receiving Report (MIRR), is not used, the contractor shall obtain an official USDA Inspection Certificate, which shall:

(i) Contain the following statement in the Grade Section of the certificate:

(A) Supplies listed hereon conform to all quality requirements of the contract.

(B) Container condition meets all requirements of the contract.

(C) Visual examination indicates conformance to packaging, packing, unitization, labeling and marking requirements of the contract.

(ii) Indicate that supplies shipped are those inspected. This may be satisfied by means of one of the following:

(A) Each primary container must be embossed, stamped or stenciled with a code mark prior to inspection, which corresponds with the code marks listed on the USDA Grade Certificate.

(B) The USDA Grade Certificate bears a statement that all of the shipping containers comprising the inspection lot have been stamped with the official USDA stamp impression.

(C) The USDA Certificate of Loading, if issued, bears a cross-reference to the applicable USDA inspection document.

(iii) Indicate that the contractor has furnished a Certificate of Conformance for Packaging, Packing, Labeling, Marking and Unitization Materials.

(iv) Indicate the random samples of packaging, packing, labeling, marking and unitization materials, where applicable, have been selected by the inspector for forwarding to DLA Analytical Laboratory, 700 Robbins Avenue, Philadelphia, PA 19111 in accordance with DSCP Clause 52.246-9P20.

(v) Indicate the applicable contract or order number.

(2) Inspection by USDA, AMS, Livestock, Meat Grain and Seed Division: For all shipments, whether DD Form 250 (MIRR) is required or not, the contractor shall obtain an USDA Agricultural Products Acceptance Certificate (Form LS 5-3), which shall contain the information specified in paragraph (c)(1). The contractor shall also include the applicable lot number(s).

(3) Inspection by USDA, GIPSA, Field Management Division: When DD Form 250 (MIRR) is not required, the contractor shall obtain an official USDA inspection or examination certificate, as appropriate. In addition to the entries required by the GIPSA, the certificate shall contain the following certification: "Supplies listed hereon conform to all quality and condition requirements of the contract."

(4) Inspection by U. S. Department of Commerce, National Marine Fisheries Service: For all shipments, whether DD Form 250 (MIRR) is required or not, the contractor shall obtain a NOAA Form 89-802 for items requiring in-process inspection or a NOAA Form 89-803 for items requiring only end item lot inspection. These certificates will as a minimum:

- (i) Describe the product.
- (ii) Certify compliance with all terms of the contract, except as noted thereon.
- (iii) Identify the contract number.
- (iv) Identify the production lot number(s).

(d) Distribution of Certificates.

Copying machine duplicates of the USDC Certificates and USDA Certificates other than USDA Form LS 5-3 are not acceptable. Copying machine duplicates of USDA Form LS 5-3 are acceptable only as provided in paragraph (2) and (3) below. Copying machine duplicates of the original signed DD Form 250 are acceptable. In addition to the prohibited use of copying machine duplicates, USDC Certificates must also be embossed with the official seal of the USDC. The contractor shall distribute certificates as follows:

(1) When DD Form 250 (MIRR) signed by the inspector is provided, a copy of the USDA/USDC Inspection Certificate need not be furnished to the designated paying officer (Exception: When the contract or specification provides for acceptance of the product with a price adjustment to the contractor's invoice, e.g., excess fat in ground beef, the original signed USDA/USDC Inspection Certificate must be attached to the top of the commercial invoice which is submitted to the designated paying office.)

(2) When DD Form 250 (MIRR) is not required, the original signed USDC Inspection Certificate or USDA Inspection Certificate other than USDA Form LS 5-3 must be attached to the top of the commercial invoice, which is submitted to the designated paying office. When the services of the USDA, AMS, Livestock, Meat, Grain and Seed Division are employed, the original signed USDA Form LS 5-3 or a copying machine duplicate of the original form LS 5-3 with an original signature must be attached to the top of the commercial invoice which is submitted to the designated paying office.

(3) As appropriate for any shipment, one blue or green signed copy of the original USDA Fruit and Vegetable Division Certificate; one green or yellow carbon copy of the original signed USDA; AMS Dairy Division or Poultry Division Certificate; one copy of the original signed USDA, GIPSA or USDC Certificate; one copy of the original signed USDA Form LS 5-3 or a copying machine duplicate of the original USDA Form LS 5-3 with an original signature shall accompany each shipment to each destination and be marked ATTN: Subsistence Inspector.

(4) In the event the contractor does not include appropriate certificate(s) with each shipment to each destination as required, the Government reserves the right to arrange for Government grading/inspection certification at destination at the contractor's expense.

(e) Lot Identification.

The contractor shall code or distinctively mark by embossing, stamping, printing or stenciling each shipping container for every lot of supplies offered for acceptance so as to identify the lot from any other lot produced by the contractor. Under both in-process (on line) and stationary lot inspection, the maximum lot size, unless otherwise specified in the contract, shall be defined by the assigned inspection agency.

(f) Particular Inspection Requirements.

(1) Primary Containers: Examination of primary containers for external condition and labeling shall be in accordance with the U.S. STANDARDS FOR CONDITION OF FOOD CONTAINERS, except that when requirements are contained in the specification, examination shall be performed in accordance with that specification. When additional requirements are specified in the specification, examination for these requirements shall be in accordance with the specification.

(2) Unit Loads: Examination of unit loads shall be in accordance with MIL-L-35078.

(3) All other: Examination shall be in accordance with the specification.

52.246-9P10 Alternative Inspection Requirements For Selected Items (JAN 1998) DSCP

Optional Contractor Testing of Contractor Furnished Materials.

(a) Option Statement.

To expedite shipment, the contractor has the option to perform or have performed by an independent laboratory, contractually required tests of end item or component material not specified by the U.S. Standards of Grade. The inspector for the government agency having jurisdiction upon ascertaining compliance may permit shipment, provided all other requirements of the contract are met. The designated government inspector will select random samples of each lot of end items or component material for verification testing until contractor's testing system is determined reliable. It is the intent of the government to rely on the contractor's test results and minimize government verification testing.

(b) Compliance of Product.

Acceptance of material as complying with required characteristics shall be based on the contractor's test results provided that government verification indicates contractor's test system is reliable as to each of the required characteristics. Where the contractor's test system is determined unreliable, product compliance will be based solely on government test results. In the event that the government detects irregularity in contractor's testing system, the designated government inspector may withhold approval until government test results indicate product conformance to contract requirements. For Meal, Ready-to-Eat (MRE) items, if government laboratory test results show that product is nonconforming, although previously approved by the government inspector, the product shall be withheld from final assembly and subject to return and replacement by the component contractor.

(c) Reliability Conditions.

(1) The contractor's testing system will be considered reliable as long as its test results are comparable to the government test results unless the government agency having jurisdiction has inspected the item produced at the contractor's plant within the previous 120 days, the inspector will select random samples of the first three lots of end items reliable, the government inspector will sample product for verification testing on a skip-lot basis. Unless otherwise required by DSCP or the inspection activity, skip-lot verification shall be done by random selecting not less than one lot in six consecutive lots presented for inspection of a specific item. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent inspection. For instance, starting with a group of six lots (i.e., 1-6), randomly select one of them for inspection. If lot 4 were selected, the next lot would be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 were chosen at random, the next selection would be from lots 9, 10, 11, 12, 13, or 14, and so on.

(2) Contractor's testing system will be considered unreliable when the government verification results indicate product nonconformance to contract requirements and a significant disparity exists between government laboratory results and contractor's testing results. When a contractor's test system is determined to be unreliable, compliance testing will revert to the government. Items must be government inspected prior to shipment.

(3) Contractor's testing system will be considered doubtful when a significant disparity exists between government laboratory results and contractor's test results and the former indicates significantly poorer quality than the latter; however, the government laboratory test results do not indicate product nonconformance to a statistically significant degree. When the contractor's testing system is considered doubtful, verification testing will be performed on each lot produced. However, the government will continue to permit the contractor to ship based on its own test results.

(4) Contractor testing system reliability will be determined by applying recognized statistical tests to the contractor's and government's test results. These determinations shall be accomplished by the Defense Supply Center Philadelphia, Directorate of Subsistence, Product Services Office, 700 Robbins Avenue, Philadelphia, PA 19111-5092.

(5) The contracting officer will notify the contractor of any change in reliability status. Notification will include details of the statistical determinations and test results used in reliability studies. Telephonic notification and copies of these determinations will be provided to the government by DSCP-HS.

(d) Procedures.

When the contractor elects to perform testing, the following shall apply:

- (1) Reporting of Contractor's Results. Test reports for each lot of end item and components shall be submitted in the format contained in this clause by the contractor in an original and one copy to the designated government inspector. The inspector shall forward one completed copy to DSCP-HS.

(2) Verification Actions. The government shall perform verification testing for food items and component material required by the contract to assure that the contractor's testing results are reliable. Verification samples will be accompanied with a DD Form 1222, request for and results of tests. Copies of the results of testing performed by the government shall be given to the government inspector, and DSCP-HS by the government laboratory that performed the tests. The results of nonconforming lots will be telephoned to DSCP-HS (215-737-4259). The government reserves the right to increase the rate or amount of verification testing to and including full lot-by-lot testing, in the event the contractor does not furnish reliable test results or certificates, or to obtain additional data when significant disparities exist between the contractor's results and the results of the government laboratory. When any element of the contractor testing system is determined unreliable, the government may consider the testing system as a whole unreliable, and return to full lot-by-lot verification for each and every test. Testing by the government will continue until such time as the contractor's reliability is again established.

(3) Standby Test Samples. The government reserves the right to withdraw and hold standby test samples of component or finished product or both (quantity of which shall be the next larger available sample size required for unit testing and the same sample size required for composite testing) for inspection purposes. Unused samples will be returned to the contractor.

(e) Charges Applicable to Unreliable Test Status.

The prime contractor will be charged the costs of lot-by-lot inspection during the period that its test system status is considered unreliable. These charges will be processed by and approved by the contracting officer.

(f) Format for Contractor/Subcontractor Test Report.

Name & Address of Contractor:

Name & Address of Subcontractor: (if applicable)

Received for Testing: (date)

Contract Number:

Sample Tested: (end item or component, indicate by name)

Quantity Tested:

Applicable Specification:

Identification of Lot: (end item or component lot number, as applicable)

Quantity in Lot: (units)

Testing Completed: (date)

Test Report

(Report test results for each sample unit tested and the sample average, if required by the specification, and identify results obtained from composite samples.)

(Typed name and title of laboratory official and signature)

The following certification shall be affixed to the test report when testing was performed on component item by supplier's laboratory or by subcontractor's laboratory.

Certification

I certify that the above test results were furnished to this firm to cover the testing of samples which are representative of the lot, and to the best of my knowledge and belief, have been found to comply with the analytical requirements of the specification, contract no. _____

Signature: _____

(typed name and title of contractor's representative who is authorized to sign the certificate, and the date)

The following certification shall be affixed to the test report when testing was performed on component and/or end item by contractor's laboratory or an independent laboratory.

Certification

I certify that the item presented for acceptance under terms of above referenced contract has been tested, as required by the contract, through the testing of samples that were representative of the lot, and to the best of my knowledge and belief, were found to comply with the analytical requirements of the specification and the contract.

Signature: _____

(typed name and title of contractor's representative who is authorized to sign the certificate, and the date)

Distribution:

(Original and 1 copy to government inspector of which one copy will be forwarded promptly to DSCP-HS. Copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

Applicable to commercial items (excluding toaster pastries and shortbread cookies):

NOTICE: The following Federal Acquisition Regulation clauses are incorporated by reference:

52.246-2 Inspection Of Supplies - Fixed Price

(AUG 1996)

The following clauses are set forth in full text:

NOTE: Offeror may be required or may wish to make one or more entries in the following clause.

52.246-9P12 Inspection And Acceptance By The Government (JAN 1992) DSCP

(a) Saving and reserving to the Government all rights under the inspection provision, the following is applicable to this acquisition:

Inspection at ☐ Contractor's Plant
 ☒ Destination
 and
Acceptance at ☐ Contractor's Plant
 ☒ Destination

Upon execution of DD Form 250 by the Authorized Government Representative.

(b) Resultant awards or contract will contain the name and address of the office responsible for performance of inspection.

(c) Offeror shall indicate below the location where supplies will be inspected

Plant _____

Street _____

City/Zip _____

Applicable to Toaster Pastries and Shortbread Cookies (in this case, the "Contractor's Plant" is the plant where the components are packaged into the trilaminate barrier pouch):

NOTICE: The following Federal Acquisition Regulation clauses are incorporated by reference:

52.246-2 Inspection Of Supplies - Fixed Price

(AUG 1996)

The following clauses are set forth in full text:

NOTE: Offeror may be required or may wish to make one or more entries in the following clause.

(a) Saving and reserving to the Government all rights under the inspection provision, the following is applicable to this acquisition:

Inspection at	<input checked="" type="checkbox"/> Contractor's Plant
	<input type="checkbox"/> Destination
	and
Acceptance at	<input type="checkbox"/> Contractor's Plant
	<input checked="" type="checkbox"/> Destination

Upon execution of DD Form 250 by the Authorized Government Representative.

(d) Resultant awards or contract will contain the name and address of the office responsible for performance of inspection.

(e) Offeror shall indicate below the location where supplies will be inspected

Plant _____

Street _____

City/Zip _____

The contractor pays for USDA inspection in accordance with DSCP Clause 52.246-9P09, 52.246-9P10, and 52.246-9P20.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY
2002)[DEVIATION]**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) **52.222-3**, Convict Labor (E.O. 11755).
- (2) **52.233-3**, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (4)(ii) **Alternate I** to 52.219-5.
- ☐ (4)(iii) **Alternate II** to 52.219-5.
- ☒ (5) **52.219-8**, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☒ (6) **52.219-9**, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☒ (7) **52.219-14**, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8)(i) **52.219-23**, Notice of Price evaluation Adjustment for Small Disadvantaged Business Concerns (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (8)(ii) **Alternate I** of 52.219-23.
- ☐ (9) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- ☐ (10) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (11) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
- ☒ (12) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (13) **52.222-26**, Equal Opportunity (E.O. 11246).
- ☒ (14) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (15) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

- ___ (16) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ___ (17)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (17)(ii) **Alternate I** of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
Paragraphs (18) through (20) are not applicable and have been deleted.
- ___ (21) **52.225-13**, Restriction on Certain Foreign Purchase (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) **52.225-15**, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) **52.225-16**, Sanctioned European Union Country Services (E.O. 12849).
- ___ (24) **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)
- ___ (28)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (28)(ii) **Alternate I** of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ___ (1) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).
- ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) **52.222-26**, Equal Opportunity (E.O. 11246);
- (2) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996);
and
- (5) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS (APR 2002) DFARS**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- X **252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- X **252.206-7000** Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
- X **252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- 252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- X **252.225-7001** Buy American Act and Balance of Payments Program (MAR 1998) 41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7007** Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- X **252.225-7012** Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).
- 252.225-7014** Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
- 252.225-7015** Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
- 252.225-7021** Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- 252.225-7029** Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- X **252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023** Transportation of Supplies by Sea (MAR 2000) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (10 U.S.C. 2631).
- X **252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998)
(10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)
(10 U.S.C. 2631).

52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—

- (1) the method of shipment or packing, and
- (2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that—

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or Peacekeeping Operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

The following **ADDITIONAL CLAUSES** are set forth in **FULL TEXT**:

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

DFARS

(a) Definitions.

As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)**(a) North American Industry Classification System (NAICS) Code and Small Business Size Standard.**

The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of Offers.

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product Samples.

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing. See Instructions, Conditions & Notices to Offerors AND Evaluation Factors for Award for PDM Submittal & Evaluation Instructions.

(e) Multiple Offers.

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

52.212-1 (continued)

(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract Award (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple Awards.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of Requirements Documents Cited in the Solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number.

(Applies to offers exceeding \$25,000.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), Submission of Offers.

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

- ☐ Faxed offers are NOT authorized for this solicitation.
☐ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Paragraph (c), Period for Acceptance of Offers.

- ☐ Period of acceptance is 60 days.

3. Paragraph (e), Multiple Offers.

- ☐ Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Paragraph (h), Multiple Awards.

- ☐ The Government intends to make one award.
☐ Offers may be submitted for quantities less than those specified.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL
ITEMS (MAY 2002) ALTERNATE I (APR 2002)****(a) Definitions.** As used in this provision:

“Emerging Small Business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the North American Industry Classification System (NAICS) code designated.

“Forced or Indentured Child Labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-Disabled Veteran-Owned Small Business Concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small Business Concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-Owned Small Business Concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-Owned Business Concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-Owned Small Business Concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government.

(4) Type of Organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(5) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small Business Concern.

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-Disabled Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small Disadvantaged Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) Women-Owned Business Concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is a women-owned business concern.

(7) Tie Bid Priority for Labor Surplus Area Concerns.

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]

The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees

___ 50 or fewer

___ 51 - 100

___ 101 - 250

___ 251 - 500

___ 501 - 750

___ 751 - 1,000

___ Over 1,000

Average Annual Gross Revenues

___ \$1 million or less

___ \$1,000,001 - \$2 million

___ \$2,000,001 - \$3.5 million

___ \$3,500,001 - \$5 million

___ \$5,000,001 - \$10 million

___ \$10,000,001-\$17 million

___ Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.*

The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.*

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) *HUBZone Small Business Concern.*

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]*

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American
(American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American
(persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American
(persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.*

The offeror represents that--

- (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.*

The offeror represents that--

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).*

(Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.*

(The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) *Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate.*

(The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

Listed End Product

Listed Countries of Origin

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(2) Certification.

(If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

**252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (SEP 1999) DFARS****(a) Definitions.**

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.**(1) The Offeror certifies that—**

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:**Qualifying Country End Products**

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:**Nonqualifying Country End Products**

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (NOV 1995) DFARS**

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include clause 252.247-7023, Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions. As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

252.217-7001 Surge Option (AUG 1992) DFARS (Deviation)

(a) General. The Government has the option to-

(1) Increase the quantity of supplies or services called for under this contract by no more than * percent; and/or

(2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) Schedule.

(1) When the Production Surge Plan (DI-MGMT-80969) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used. **

(2) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) Exercise of option.

(1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.

(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of the added or accelerated items as of the date of the notice.

(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.

(d) Price negotiation.

(1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.

(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

* The following provision applies to the fill-in in paragraph (a)(1):

* To be determined at the time this option is exercised. However, the maximum quantity that may be required will not exceed the parameters set forth in paragraph (c)(3) of this clause.

** The following provision applies to paragraph (b)(2) of the clause:

**The offeror must submit a company profile and surge production data online through the Defense Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) website at <http://dscp362.dscp.dla.mil/spiders/home.htm>. A printed copy of the company profile and the "Committed Time-Phased Surge" production data must also be returned with this solicitation. This information shall be the Production Surge Plan under the contract, and the contractor shall be obligated to accelerate deliveries under the terms of this clause up to the quantities entered in the Production Surge Plan.

ATTACHMENT TO 52.212-3

252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) DFARS

(a) Definitions.

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

ADDENDUM

THE FOLLOWING ADDITIONAL PROVISIONS ARE SET FORTH IN FULL TEXT:

52.211-16 Variation in Quantity (Apr 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

1/2 of 1% only to the last line of a destination Percent increase

0 Percent decrease

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one year thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

52.214-9P06 ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992) DSCP

Unit prices shall be limited to a maximum of four decimal places. For evaluation and award purposes, offers containing a unit price of more than four decimal places shall be rounded off to four decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two decimal places and may not precisely reflect the quantity(ies) times the unit-price(s). Payment shall be accomplished on a unit-price basis.

52.216-9P06 DELIVERY ORDER LIMITATIONS (JAN 1992) DSCP**(a) Minimum Order.**

When the government requires supplies or services covered by this contract in an amount of less than **(no minimum)**, the government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order.

The contractor is not obligated to honor--

(1) Any order for single item in excess of 131 * _____;

(2) Any order for a combination of items in excess of 131 * _____; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order(s) is returned to the ordering office within 3 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the government may acquire the supplies or services from another source.

(e) The delivery order(s) shall specify delivery(ies) no less than 60 days from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than 48 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

*** 30% of the total maximum quantity after issue of the first delivery order.**

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (JUL 1998) DSCP

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for one additional year period by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract--Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

(h) The total duration of any options exercised under this clause shall not exceed 365 days.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

52.242-9P20 MANUFACTURING DIRECTIVE NUMBER (MDN) FOR USE IN IDENTIFYING GOVERNMENT FURNISHED PROPERTY (GFP) TRANSACTIONS (FEB 1997) DSCP

A manufacturing directive number (MDN) will be assigned to any contract resulting from this solicitation/contract for use in identifying government furnished property (GFP) transactions. This number will be entered on receiving, shipping or disposition documents prepared under the contract terms, to identify each receipt of components into the assembler's plant and each shipment leaving the assembler contractor's plant, whether assembled rations or components, including shipments to other contractors, shipments to consignees, material shipped at the end of the contract, and material reported destroyed. GFP transaction identification is required on a single copy of the receiving document for components entering the contractor's plant and the shipping document for items leaving the assembly contractor's plant as follows:

On a single copy of each receiving report (DD Form 250 or other shipping document) for all shipments of components received from component suppliers (other than packaging, packing, or crating), the contractor will enter in the "mark for" block the MDN and the last four digits of the assembly contract number, i.e., MDN XXX and contract XXXX. The single copy is that copy identified elsewhere in the contract for distribution to:

Headquarters
Defense Supply Center Philadelphia
700 Robbins Avenue
ATTN: DSCP-HR
Philadelphia, PA 19111-5092

52.246-9P27 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) (MAR 1999) DSCP

*(a) Distribution of Material Inspection and Receiving reports (DD Form 250) will be in accordance with Appendix F of the Defense FAR Supplement (DFARS). The "Purchasing Office" copy shall be forwarded to the Defense Supply Center Philadelphia, Defense Logistics Agency, 700 Robbins Avenue, Philadelphia, PA 19111-5092, ATTN: DSCP-HRAC.

*(b) The DLA Inventory Control Manager copy shall be mailed in a separate envelope to Defense Supply Center Philadelphia, Defense Logistics Agency, 700 Robbins Avenue, Philadelphia, PA 19111-5092, ATTN: DSCP-HRAA.

(c) This is a _____ acquisition. With respect to Table 2, Special Distribution, of DFARS Appendix F, _____.

*Note: When paragraphs (a) and (b) are both completed with a DSCP attention code, contractor is required to use one envelope addressed to DSCP- HRAA; however, the top of each form must be annotated with separate codes appearing in paragraphs (a) and (b) respectively.

52.246-9P30 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DSCP

Where contract modifications are issued solely for the benefit of the contractor, e.g., extension of delivery schedule, acceptance of nonconforming supplies or change in place of performance, the sum of \$100.00 or 3% of the total contract price, whichever is less, shall be obtained from the Contractor (to cover the Government's administrative cost to process the modification) in addition to any other monetary consideration.

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(iv) Fish and fishery products from establishments listed in the "Approved List-Sanitary Inspected Fish Establishments", published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service", Public Health Service Publication No. 229.

(vi) "Dairy Plants Surveyed and Approved for USDA Grading Service", published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists", published by the U.S. Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Fruits, vegetables and juices thereof.

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(iv) Foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

(4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", bearing labels reading "Distributed By", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

52.246-9P35 WARRANTY OF SUPPLIES (JAN 1992) DSCP

(a) Definitions.

"Acceptance", as used in this clause, means the act of an authorized representative of the government by which the government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction", as used in this clause, means the elimination of a defect.

"Supplies", as used in this clause, means the end item furnished by the contractor and related services required under the contract. The word does not include "data".

(b) Contractor's Obligations.

(1) Notwithstanding inspection and acceptance by the government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor warrants that for 6 months after receipt of supplies at destination:

(i) all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) the preservation, packaging, packing and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return of the supplies to the contractor and redelivery, if applicable, is required, transportation charges and responsibility for the supplies while in transit shall be borne by the contractor. Contractor shall also be liable for:

(i) handling costs and incidental charges incurred by the government in the preparation of the above described supplies for return to the contractor and in return of said supplies to storage, after redelivery by the contractor; and

(ii) for cost of government examination of the corrected or replaced supplies computed and charged at the flat rate of \$49.28 per hour.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of receipt at destination of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies Available to the Government.

(1) The contracting officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within 7 months from receipt of supplies at destination.

(2) Conformance of supplies or parts thereof subject to warranty action shall be determined in accordance with the inspection and acceptance procedures contained in the contract except as provided herein. If the contract provides for sampling, the contracting officer may group any supplies delivered under this contract. The size of the sample shall be that required by the sampling procedure specified in the contract for the quantity of supplies on which warranty action is proposed, except when projecting sampling results. Warranty sampling results may be projected over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection and regardless of whether such supplies have been issued or consumed, provided; the supplies from which the samples were drawn are reasonably representative of the quantity on which warranty action is proposed; and the defects found in the sample size are sufficient to reject the quantity of supplies on which warranty action is proposed, even though the sample size may be less than that required for such quantity. The original inspection lots need not be reconstituted, nor shall the contracting officer be required to use the same lot size as on original inspection. Within a reasonable time after the notice, the contracting officer may exercise one or more of the following options, and also, following the exercise of any option, may unilaterally change it to one or more of the other options set forth below:

(i) Require an equitable adjustment in the contract price for any supplies or group of supplies;

(ii) Screen the supplies grouped under this clause at contractor's expense and return all nonconforming supplies to the contractor for correction or replacement;

(iii) Require the contractor to screen the supplies at depots designated by the government within the continental United States and to correct or replace all nonconforming supplies;

(iv) Return any supplies or group of supplies under this clause to the contractor (irrespective of the F.O.B. point or the point of acceptance) for screening and correction or replacement;

(v) Return or hold for contractor's account any supplies or group of supplies delivered hereunder, whereupon the contractor shall repay the contract price paid therefore. In such event, the government may reprocur similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional cost occasioned the government thereby.

(3) When either option three or four of this clause is exercised, the contractor is required to submit in writing and within 30 days after receipt of notice of such invocation a schedule for either:

(i) correction and/or replacement of all defective supplies and subsequent redelivery of the returned supplies; or,

(ii) screening defective supplies at each depot involved and subsequent redelivery of all corrected and/or replaced supplies.

Such schedule will become a part of the contract delivery schedule upon agreement thereto by the government. If the contractor fails to provide an agreeable schedule within the specified period, or any extension agreed to by the government, the government may correct the items and charge the contractor's account, or issue a contract for correction of the items and charge the contractor's account, or exercise one or more of the remedies specified in paragraph (4) below.

(4) If the contractor fails to accept return of the nonconforming supplies, or fails to make redelivery of the corrected or replaced supplies to the government within the time established, or fails to make progress after their return to correct or replace them so as to endanger performance within the time established for redelivery and does not cure such failure within a period of 10 days (or such longer period as the contracting officer may authorize in writing) after receipt of notice from the contracting officer specifying such failure, the contracting officer may exercise one or more of the following remedies:

(i) Retain or have the contractor return the nonconforming supplies and require an equitable adjustment in the contract price.

(ii) Return or hold the nonconforming supplies for contractor's account, or require the return of the nonconforming supplies and then hold for contractor's account, whereupon the contractor shall repay the contract price therefore. In such event, the government may reprocur similar supplies upon such terms and in such manner as the contracting officer may deem appropriate, and charge to the contractor the additional costs occasioned the government thereby.

(iii) If the contractor fails to furnish timely disposition instructions, dispose of the nonconforming supplies for the contractor's account in a reasonable manner, in which case the government is entitled to reimbursement from the contractor or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for any other costs incurred or to be incurred.

(5) The rights and remedies of the government provided in this clause are in addition to, and do not limit, any rights afforded to the government by any other clause of this contract.

(d) Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "disputes" clause of this contract.

(e) When the contract specifies ultimate delivery of supplies to a location outside the contiguous United States, such location shall be deemed the destination for purposes of this clause.

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**Submission of Offers:**

A. DSCP will use best value continuum procedures, specifically the tradeoff process, for this acquisition. Offerors are required to submit a separate technical proposal along with the completed solicitation. Information required must be received no later than the time set for closing of offers. It is critical to successful source selection that you address each of the informational requirements listed in the Technical Proposal to facilitate the Government's review in conducting a proper, thorough, and timely review of your proposal. Proposals will be evaluated to determine compliance with all characteristics listed for evaluation in Evaluation Factors For Award. Failure to furnish this information by the time specified in the solicitation may be cause for rejection if the proposal is not otherwise acceptable under the provisions for considering late offers. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the Government.

B. Your proposal must be prepared in separate parts as follows:

Part	Title	# of copies
1	Completed Solicitation/Prices	1
2	Technical Proposal	2

Technical Proposal:

A. The Technical Proposal Factors and Subfactors are as follows:

- 1.0 Product Demonstration Models (PDM'S)
- 2.0 Past Performance
 - 2.1 – Quality
 - 2.2 - Delivery
 - 2.3 – Socioeconomic Goals (Evaluation of Past Performance)
- 3.0 Socioeconomic Goals

Product Quality/Production Demonstration Model (PDM):

Product Demonstration Models (PDM's) will be submitted at no expense to the Government and must be received prior to the time set for closing of offers. PDM's will become the property of the Government and will not be returned to the offeror. Failure to submit PDM's may result in rejection of an offer.

A total of 112 Samples (each) shall be submitted as PDM's to be distributed as follows:

For all items, 32 PDMs shall be mailed to:

U.S. Army Solider Biological & Chemical
Natick RD&E Center
Attn: AMSSB-RCF-F(N)
15 Kansas Street
Natick, MA 01760-5018

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

For items 0001-0008 & 0010-0015, 80 samples (each), of the same product lot code, of the PDM shall be mailed along with your technical proposal to the address indicated on block 6 of the first page of the solicitation.

For Toaster Pastry only:

For item 0009 (Toaster Pastry), 10 samples (each), of the same product lot code, of the PDM shall be mailed along with your technical proposal to the address indicated on block 6 of the first page of the solicitation.

70 samples shall be sent to the cognizant in-plant Government inspector for items requiring Government origin inspection. In this instance, the offeror shall advise the Government inspector prior to production of the PDMs and shall obtain a signed statement for the inspector confirming possession of the samples and identifying the samples as from the same production lot as those submitted to Natick. The offeror shall submit this statement(s) with its balance of PDM samples submitted to DSCP.

(Note: Packages containing PDM's shall be identified as such on the outside of the box, as well as identifying the RFP number).

Product Quality/Production Demonstration Model (PDM) (continued):

Production Standard Replenishment for Toaster Pastry:

Acceptable PDMs will be used as production standards. Every 3 months, the Government Quality Assurance Representative (GQAR) will replenish the production standard at origin with 70 samples randomly selected from a lot accepted by the Government for all contractual requirements. Every 12 months, the GQAR will randomly select 32 replenishment samples for Natick from a lot accepted by the Government for all contractual requirements. Contractor will be responsible for shipment to Natick.

Characteristics for which the PDM's will be tested or evaluated are:

Organoleptic qualities such as taste, odor, texture appearance and overall quality.

The overall PDM rating will be no higher than the rating of the lowest-rated characteristic, for example, if any one of the characteristics is rated "fair" the overall PDM rating will be no higher than "fair", even if certain characteristics are higher rated. A "poor" rating for any one characteristic will result in a "poor" overall PDM rating.

Offerors shall certify that the PDM(s) conforms to all specification/production description characteristics, or shall adequately describe any differences the PDM may have from the requirements of the product description or specification(s). Failure of models to conform to the specification may require rejection of the offer. Offerors shall also certify that product submitted under any resultant contract shall conform to all packaging, labeling and packing requirements as well as analytical requirements. The Government shall not accept product from any resultant contract, which does not conform, to all requirements.

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

The approval of any PDM for the aforementioned organoleptic characteristics will not constitute approval of the product as meeting other contractual requirements such as but not limited to analytical requirements, physical requirements, microbiological requirements and/or performance requirements.

2.0 Past Performance:

Offerors may submit any information they want the Government to consider regarding their performance on MRE component item(s) during the period since January 1, 2001 to include Quality, and Delivery History. Offerors who have not had contracts with DSCP should describe their commercial experience with similar items and provide the names, points of contact, and phone numbers of those commercial customers. Offers are requested to submit any information about any unfavorable instances of past performance that occurred since January 1, 2001 and the corrective actions taken to preclude any such recurrences. Offerors should submit information regarding their socioeconomic accomplishments as part of their past performance information.

3.0 Socioeconomic Goals:

a. Participation Levels:

(1) Both large and small business offerors must indicate what portions of their proposals(s) will be subcontracted to Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HZSB), Women-Owned Small Business (WOSB) and Small Disadvantaged Business (SDB) concerns in terms of percentages and total dollars. The offer must describe the proposed extent of SB, VOSB, SDVOSB, HZSB, WOSB and SDB concern participation in the performance of the contract at the contractor and subcontractor level. (Subcontractor dollars for below should include suppliers' levels). The following format shall be used:

	<u>DOLLARS</u>	<u>PERCENT OF SUBCONTRACT DOLLARS</u>
Total Contract Price	\$	
Total to be Subcontracted	\$	
To Large Business	\$	%
To Small Business	\$	%
To Veteran-Owned Small Bus	\$	%
To Service-Disabled Veteran-Owned Small Business	\$	%
To HUBZone Small Business	\$	%
To Small Disadvantaged	\$	%
To Woman-Owned Small Bus.	\$	%

b. Organizational Efforts:

(1) The offeror shall describe the efforts it will make to ensure that SB, VOSB, SDVOSB, HZSB, WOSB, and SDB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition. When subcontracting with SB, VOSB, SDVOSB, HZSB, WOSB and SDB concerns, their participation can bridge the entire scope of the contract, such as: sourcing the product, distribution/delivery, maintenance of supplying the prime contractor with any EDI/Electronic commerce system.

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

(2) The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, VOSB, SDVOSB, HZSB, WOSB, and SDB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that equitable opportunity is afforded the SB, VOSB, SDVOSB, HZSB, WOSB and SDB firms to compete for contracts or supplier selection; as part of this, the offeror must identify the employee's position in the firm and describe the employee's duties in relation to this plan.

(3) The offeror may be required to cooperate in studies or surveys in order to allow the government to determine the extent of subcontracting opportunities you have identified for this acquisition.

NOTE: Large Business offerors are required to submit the Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Women Owned Small Business, and Small Disadvantaged Business subcontracting plan information as required by clause 52.219-9 Small Business Subcontract Plan, in addition to the information requirement of this section of the proposal. This submission must contain separate SB, VOSB, SDVOSB, HZSB, WOSB, and SDB subcontracting percentages and dollar levels for the base year. (For assistance refer to the Subcontracting Plan guide attached to this solicitation).

EVALUATION FACTORS FOR AWARD

Source Evaluation and Selection Procedures:

A. **Overview:** Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described below. Each evaluation factor will be evaluated separately and then an integrated assessment of the offer will be made by the contracting officer. If a decision is made to hold discussions, the contracting officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and/or final proposal revisions resulting from discussions will undergo further similar evaluations. Finally, one or more proposals will be selected for award by the SSA, as described in paragraph (B), below. While the source selection authority's assessment will strive to determine the overall value of each offer, judgement on the part of the Government evaluators is implicit in the entire process. The Government reserves the right to select a successful offeror at other than the lowest price submitted and in accordance with the evaluation factors set forth.

B. Evaluation Process:

(1) **Technical Evaluation:** Offerors are required to submit technical proposals, as prescribed in Instructions, Conditions and Notices To Offerors of this solicitation. Each technical proposal will be evaluated against the technical factors specified in Evaluation Factors For Award. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, and excluded from the competitive range regardless of the prices offered. No discussion will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

(2) **Business Evaluation:** Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate prices, and other information or data if requested, with initial proposals or during discussions, in accordance with FAR subpart 15.305. The Government will also evaluate the offeror's proposals to determine cost/price realism. Cost/price realism relates to an offeror's demonstrating that the proposed price provides an adequate reflection of its understanding of the requirements of this solicitation.

(3) **Selection:** The final technical and business evaluation reports will be furnished to the Contracting Officer. The Contracting Officer will prepare a written source selection report to the SSA. The SSA will make the source selection decision. The responsible offeror(s) whose proposal(s) are most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors established in Evaluation Criteria, will be selected for award.

EVALUATION FACTORS FOR AWARD**B. Evaluation Process (continued)****Evaluation Criteria:**

A. The Government will use best value continuum procedures, specifically the tradeoff process, in evaluating proposals. The Government will make award to the responsible offerors whose offers conform to the requirements of the solicitation and are most advantageous to the Government, cost or price, technical quality, and other factors considered. For this solicitation, the technical proposal is more important than cost or price. As technical proposals become more equal, the evaluated cost or price becomes more important.

The Technical Evaluation Factors and Subfactors are as follows:

Technical evaluation factor 1.0 is more important than evaluation factors 2.0 and 3.0 which are in descending order of importance. The subfactors under the Past Performance factor are in descending order of importance.

- 1.0 Product Demonstration Models (PDM's)
- 2.0 Past Performance
 - 2.1 – Quality
 - 2.2 – Delivery
 - 2.3 – Socioeconomic Goals (Evaluation of Past Performance)
- 3.0 Socioeconomic Goals

Product Demonstration Model (PDM's):

The Government will evaluate the PDM's for compliance with the item descriptions and product specifications and will also evaluate the organoleptic qualities of the food product to include taste, texture, odor, and appearance using the recognized hedonic rating scale to determine product acceptability. Approval or acceptance of a PDM shall not constitute a waiver of any specification requirement unless specifically stated by the Contracting Officer.

Past Performance:

The Government will evaluate the past performance of each offeror for the period since January 1, 2001 regarding product quality and timely delivery and based on that evaluation will assign each offeror a level of confidence that the offeror will perform satisfactorily. The Government will evaluate the offeror's record of past performance as reflected in its performance of contracts, and the contractor's reliability in providing product that conforms to the solicitation requirements.

EVALUATION FACTORS FOR AWARD**Past Performance continued:**

This assessment will be based on information provided by the offeror in its proposal, information contained in records maintained by the Government, (for example but not limited to, warranty actions, destination failures, late deliveries etc.) and possibly by investigation of the contractor's record of performing commercial contracts. The Government will consider all relevant facts and circumstances, and therefore, encourages offerors to divulge and explain in their technical proposal any unfavorable quality or delivery instances that occurred since January 1, 2001. More recent trends in contractor performance/delivery will be given more weight since they are more indicative of the offerors future performance. That is (considering only the period since January 1, 2001) more recent aspects of performance - if they seem to be more than isolated instances - may be viewed as more significant than less recent aspects of performance.

Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women owned small businesses will be part of the past performance evaluation.

Socioeconomic Goals:

1. The Government will evaluate the offeror's Socioeconomic plan to ensure that, to the maximum extent practicable, Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HZSB), Women Owned Small (WOSB) and Small Disadvantaged Business (SDB) are used as both suppliers and subcontractors. Specifically, the Government will evaluate the percentage of dollars subcontracted to SB, VOSB, SDVOSB, HZSB, WOSB and SDB firms, including personnel designated for handling this part of the contract. For evaluation purposes, if the offeror is a SB, VOSB, SDVOSB, HZSB, SDB or WOSB, its non-subcontracted dollars will be considered part of the SB, VOSB, SDVOSB, HZSB, WOSB, or SDB achievement.

CONTRACTOR SANITATION PROGRAM – OPERATIONAL RATIONS****APPLICABLE TO ALL OPERATIONAL RATIONS****1 DECEMBER 1998****I. Scope and Applicability**

A. These Sanitation Program requirements are applicable to contractors and/or subcontractors (both subsequently referred to as contractors) who manufacture, store, assemble, or ship Government Furnished Materials (GFM) and/or Contractor Furnished Materials (CFM) used in the production and/or assembly of operational rations.

B. Contractors are required to submit a comprehensive written Sanitation Program, plus supporting documentation, addressing all facilities and operations used for the processing, storage, or assembly of ingredients, components, and end items. The written Sanitation Program will be tailored to address any unique aspects of the facilities and operations involved and will follow the format of the Sanitation Plan requirements as described in Paragraph II. of this document. All Sanitation Programs will be submitted through the Contracting Officer for evaluation by a DSCP quality control sanitarian and must be approved before any contract award is made.

C. Once approved, each Sanitation Program will remain in effect for one (1) year from the date of approval. Requests for renewal of the Sanitation Program will be required upon expiration. At no time will a contractor be allowed to participate in an Operational Rations program without a current and approved Sanitation Program. Program changes, modifications, or updates will be submitted to the Contracting Officer for evaluation by a DSCP quality control sanitarian and may be submitted at any time. Approved plans will automatically be extended to cover subsequent awards received during the period covered by the currently approved program.

II. Sanitation Program Required Elements*

*This section (II.) contains those required elements of the Contractors Sanitation Program, which must be addressed in writing for approval prior to contract award. All program elements must be addressed and supporting documentation provided.

A. Sanitation Program Content

The offerer shall provide a written description of the overall sanitation program currently in-place to include:

1. The organizational structure as it applies to the sanitation function and the supervision of sanitation workers. Indicate either names or positions of the individuals comprising the sanitation committee.

2. A description of the training/education and experience of sanitation supervisory personnel, as well as a description of training provided to sanitation shift workers.

3. A description of the in-place employee Good Manufacturing Practices (GMP's) training program.

4. A master facility sanitation schedule which encompasses all areas of all facilities involved in the production, assembly, and/or storage of components and end items.

5. A master equipment sanitation schedule which encompasses all processing and support equipment used in the production and/or assembly of components and end items.

6. A listing of sanitation chemicals used within the facilities either for facility or equipment cleaning and sanitizing and a brief description of their uses. Copies of product labels will be included.

7. A copy of the company Hazard Analysis Critical Control Point (HACCP) Program for the control of biological, chemical, and physical hazards designed to insure food safety will be made available for review upon request. As a minimum requirement, if no HACCP program exists, a description of the existing microbial testing program will be provided.

B. Supporting Documentation

The offerer may provide representative copies of sanitary evaluations, surveys, reports, and inspections generated by contract organizations or consultants during the 12 months immediately preceding receipt of this solicitation.

C. Sanitation Compliance Monitoring

1. The offerer shall describe the inspection and monitoring techniques used to verify the effectiveness of the overall sanitation program. A description of how corrective actions are initiated and monitored to completion, when sanitation deficiencies occur, shall also be provided.

2. The government reserves the right to verify sanitary compliance by performing sanitary compliance inspections of production and storage facilities producing or storing product under the terms of the contract.

III. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to any aspect of an approved Sanitation Program will be submitted to the Contracting Officer for evaluation by a DSCP quality control sanitarian before implementation.

B. A DSCP quality control sanitarian will be immediately informed of any sanitary deficiencies which result in production delays, stoppage, facility shutdown, or contamination/adulteration of food products or packaging materials. Immediate telephonic notification through the Contracting Officer is required.

C. Contractors will be notified of significant or repeat sanitation deficiencies reported by the cognizant inspection activity. A contractor generated corrective action reply, describing what actions are being taken to resolve the deficiency, will be required.

**INTEGRATED PEST MANAGEMENT (IPM) PROGRAM REQUIREMENTS FOR
OPERATIONAL RATIONS***

APPLICABLE TO ALL OPERATIONAL RATIONS*

1 DECEMBER 1998

I. Scope and Applicability

A. These IPM program requirements are applicable to contractors and/or subcontractors (both subsequently referred to as contractors) who manufacture, store, assemble, or ship Government Furnished Materials (GFM) and/or Contractor Furnished Materials (CFM) used in the production and/or assembly of operational rations. Contractors supplying other than subsistence items for the Operational Rations programs are exempt from the specific requirements contained in this document. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.

1. Contractors are required to submit a single comprehensive written 'master' IPM program, containing all required supporting documentation, for each facility they intend to use for the processing, assembly, or storage of components and end items or final assemblies. The 'master' program will be tailored to address any unique aspects of the facility to which it pertains and will follow the format of the IPM program requirements as described in Paragraph III. of this document. All IPM programs will be submitted through the Contracting Officer for evaluation by a DSCP entomologist.

2. Once approved, each facility specific 'master' IPM program will remain in effect for one (1) year from the date of approval. Upon expiration of the 'master' program, a written request for program renewal, to include all modifications and updated supporting documentation (see paragraph V.), must be submitted to the Contracting Officer for approval by a DSCP entomologist. At no time will a contractor facility be allowed to participate in an Operational Rations program without a current and approved IPM program. Requests for program modifications may be made at any time but must apply to the previously approved 'master' IPM program currently in effect. The currently approved 'master' IPM program may be extended to cover any new contracts awarded during the course of the one (1) year life of the program. Requests for coverage of new contracts must be submitted in writing through the Contracting Officer for approval by a DSCP entomologist. Contractors new to the Operational Rations programs, or those reentering after a hiatus, will be required to submit initial 'master' IPM programs in conjunction with the solicitation process whenever it may occur.

B. Contractors involved in any aspect of an Operational Rations program shall comply with the Federal Food, Drug, and Cosmetic Act and the Federal Insecticide, Fungicide and Rodenticide act as amended, and any regulations promulgated thereunder.

C. An approved written 'master' IPM program shall be in existence prior to contract award. The program will also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to insure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under insanitary conditions.

II. Integrated Pest Management (IPM) Program Concepts

A. IPM may be defined as "the use of all appropriate technological and management techniques to bring about an effective degree of pest prevention and suppression in a cost-effective, environmentally sound manner". Accordingly, the goal of IPM is to minimize the adverse environmental impact of pesticides while achieving an acceptable level of control and cost effectiveness. The single most important aspect of IPM in the food processing and storage industry is SANITATION.

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.
2. Continuous product and facility inspections to include a pest surveillance program utilizing pheromone surveillance technology.
3. Proper facility design, maintenance, and physical pest exclusion.
4. Proper stock handling and warehousing techniques.
5. Appropriate use of mechanical pest control techniques and trapping strategies.
6. Proper selection and application of pesticides, using those of least toxicity where feasible.

III. IPM Program Required Elements*

*This section (III.) contains those required elements of the IPM program for Operational Rations which must be addressed in the written program to be submitted for approval prior to contract award. All program elements must be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing through the Contracting Officer for consideration by a DSCP entomologist.

A. Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.
2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.
3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris will be disposed of immediately. Waste receptacles will be kept covered at all times.

4. Inbound conveyances will be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation will be immediately reported to DSCP. Outbound conveyances will be inspected and rendered sanitary and pest free before loading.

5. Damaged product will not be placed in the general storage area. Damaged product discovered in the general storage area will be removed to a designated rework/salvage area. The rework/salvage area will be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, will be expeditiously disposed of with the approval of the Contracting Officer when required.

6. Ingredient mixing/batching rooms/areas will receive detailed attention to sanitation requirements. Product residues associated with such operations will not be allowed to accumulate.

7. The facility grounds will be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters will be kept covered at all times.

*NOTE: A separate Sanitation Program is required as described in "Contractor Sanitation Program - Operational Rations", dated December 1998.

B. Product/Facility Inspections and Pest Surveillance

1. All incoming products and materials, including packaging and packing materials will be inspected upon receipt for evidence of pest infestation/contamination. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.

2. Periodic facility walk-through sanitary inspections are encouraged in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

NOTE: The procedures in the following paragraph 3. must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program dated December 1998.

3. Insect surveillance will be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items.

a. Pheromone traps will be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures will be periodically changed in accordance with the manufacture's recommendations. Damaged and/or dirty traps will be changed when necessary.

b. Trap monitoring will be accomplished jointly by contractor and pest control subcontractor personnel with collection results verified by an in-plant Government representative. Insect specimens collected from pheromone traps will be submitted by the Government representative directly to DSCP-HROS for identification. Reporting of negative results is not required. The contractor will provide all necessary collection and packaging materials and postage for the submission of specimens.

c. All other insect specimens collected from within contractor facilities during the course of contract operations, exclusive of pheromone traps and electrocution devices, will be submitted by a Government representative to DSCP-HROS for identification.

C. Facility Design, Maintenance, and Pest Exclusion

1. Roofs and walls will be maintained in a good state of repair to prevent leaks and accumulations of standing water.

2. All holes or gaps in interior and exterior walls will be sealed as necessary on a continual basis.

3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, will be properly screened.

4. All door entrances will be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors will be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation will be fitted with framed screen inserts to prevent insect entry.

5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients will be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches will be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, will be located at the lowest levels and consolidated for ease of monitoring and surveillance.

2. Two or more infestible components will not be located on a single pallet.

3. Proper stock handling practices, designed to minimize product damage, will be enforced throughout the course of contract operations.

4. Commercial ingredient items of an infestible nature will be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items will be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

1. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices will be included.

2. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.

3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.

4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices will be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

F. Pesticide Selection and Application

1. Applicator and Pesticide Documentation

a. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), will only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/certifications for all persons applying "Restricted Use" pesticides on the premises will be provided. Similarly, legible copies of product labels for any "Restricted Use" pesticide proposed for use will be provided, along with a narrative description for each pesticide to include, the intended site(s) of application, application method(s), proposed application frequency, and the % active ingredient in the finished formulation. Material Safety Data Sheets (MSDS) are not required and are not acceptable in lieu of product labels.

b. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for all persons applying "General Use" pesticides on the premises will be provided, if not commercially certified as above. Similarly, legible copies of product labels (not MSDS's) for any "General Use" pesticide proposed for use will be provided, along with a narrative description of the intended site(s) of application, application method(s), proposed application frequency, and the % active ingredient in the finished formulation.

2. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides will be left to the discretion of the contractor or the pest control subcontractor. A detailed narrative of the intended uses will be presented in the program as stated above. Pesticide application and treatment records will be kept for each facility treated and will be maintained for a minimum of one (1) year. These treatment records will be made available to the Government upon request and will be reviewed during on-site visits to the establishment.

NOTE: Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), will be applied in accordance with MPI directives and with the approval of the Inspector-in-Charge (IIC).

NOTE: In no case will product, pouches, meal bags, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

3. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations will be of the tamper proof type and secured for safety. Rodenticide use descriptions and labels will be submitted as requested in the above paragraph. The locations of the exterior bait stations will be indicated on the facility maps or layouts. Rodenticides will not be used in processing, assembly, or storage areas.

4. If a requirement exists for the use of toxic rodent tracking powders, a DSCP entomologist will first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.

5. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. The source of the capability and a copy of the subject certification will be provided.

NOTE: Retorted and pouch sealed components, as well as final assembled rations, will not be fumigated unless authorized by a DSCP entomologist.

IV. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to any aspect of an approved 'master' IPM program will be submitted to the Contracting Officer for evaluation by a DSCP entomologist before implementation.

B. A DSCP entomologist will be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic notification through the Contracting Officer is required.

C. Contractors will be notified of unfavorable insect surveillance results, as they are determined. A contractor generated corrective action reply, describing what actions are being taken to correct the unfavorable situation, will be required.

V. Required Attachments/Inclusions

A. Copies of pesticide use logs/service reports for the six (6) month period immediately preceding receipt of the solicitation to which the 'master' IPM program applies will be submitted. Each written request for IPM program renewal will also include use logs or services reports for the previous six (6) months, as well as any program updates or modifications.

B. Copies of current applicator licenses or certifications. Update as appropriate.

C. Pesticide labels as described above.

D. Pesticide use narratives as described above.

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES.

IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

IT IS RECOMMENDED THAT THE PLAN BE INCLUDED AS AN ADDENDUM TO THE SOLICITATION AND NOT PART OF SECTION L.

NOTE: Updated to include HUBZone and Small Disadvantaged Business Certification Requirements; and Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Classifications.

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN.

SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flowdown clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

Description of Efforts: Describe steps to be taken to ensure equitable opportunities to small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns.

Flowdown Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of \$500,000.

Reports: Requirement to submit periodic reports

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your firm to submit.

INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years however separate goals are required for the base year and each option year)); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant or division wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant or division wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan may cover the company's commercial production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

HUBZone: An historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUBZONE SMALL BUSINESS CONCERN: A small business concern that is located in an "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUBZone. Status as a qualified HUBZone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUBZone small business, it will issue a certification to that effect and will add the concern to the List of Qualified HUBZone Small Business Concerns on its Internet site at www.sba.gov/hubzone.

The concern must appear on the list to be a HUBZone small business concern. HUBZone certifications will appear in individual firm profiles in SBA's PRO-Net.

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

Effective October 1, 1999, a subcontractor claiming SDB status must be certified by the Small Business Administration. SDBs can obtain application information from the SBA at www.sba.gov/sdb. SDBs that receive formal certification are listed in the SBA on-line data base, PRO-Net, at <http://pro-net.sba.gov>.

WOMAN-OWNED SMALL BUSINESS CONCERN: A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN

(1) A small business concern –

- (i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and
- (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

VETERAN-OWNED SMALL BUSINESS CONCERN

A small business concern –

- (i) not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and
- (ii) the management and daily operations of which are controlled by one or more veterans.

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SUBCONTRACTING PLAN

Date: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION #: _____

END ITEM/SERVICE _____

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

2. Commercial Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

3. _____ Individual Contract Plan Total Contract Dollar Value _____

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM: _____ TO: _____
(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: \$ _____

4. In accordance with FAR Clause 52.219-9 – The offeror's subcontracting plan shall include, at a minimum, the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.
2. The suggested format for percentage and dollar goals follows:

	<u>DOLLARS</u>	<u>PERCENT</u>
TOTAL TO BE SUBCONTRACTED	\$ _____	_____ %
A. To Large Business	\$ _____	_____ %*
B. To Small Business	\$ _____	_____ %*
1. To Veteran-Owned SB**	\$ _____	_____ %*
2. To Service-Disabled Veteran-Owned SB**	\$ _____	_____ %*
3. To HUBZone SB**	\$ _____	_____ %*
4. To Disadvantaged SB**	\$ _____	_____ %*
5. To Women-Owned SB**	\$ _____	_____ %*

* Divided into Total to be Subcontracted

**Subset of B

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify those supplies and services to be subcontracted to small business by one asterisk (*), veteran-owned small business by two asterisk (**), service-disabled veteran-owned small business by three asterisk (***), HUBZone small business by four asterisk (****), small disadvantaged business by five asterisks (*****), and women owned small business concerns by six asterisks (*****).
4. A description of the method used to develop the subcontracting goals in item 2 above.

5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Small Business Administration's Procurement Marketing and Access Network (PRO-Net), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small business, small disadvantaged business and women-owned small business concern trade associations). Information in PRO-Net can be relied upon as an accurate representation of a concern's size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, veteran-owned small business, HUBZone small business, small disadvantaged, and women-owned small business concerns.
7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
8. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts. (This element shall include, but shall not be limited to, the following:)

In order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

- a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.

- c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women owned business concerns.
 - d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUBZone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.
9. Assurances that the offeror (I) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
10. Assurances that the offeror will (I) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontractors agree to submit Standard Forms 294 and 295.
11. Recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- a. Source lists (i.e., PRO-Net), guides, and other data that identify small business, veteran—owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B) Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUBZone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) women-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.
- d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUBZone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.
- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. Contractors having company or division-wide annual commercial plans need not comply with this requirement.

g. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- a. Establish a subcontracting goal of 5% for small disadvantaged businesses.
- b. Identify efforts to provide technical assistance to SDB's.
- c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

SIGNATURE: _____
(EXECUTIVE OF COMPANY *)

TYPED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

PLAN ACCEPTED BY: _____ DATE: _____
(CONTRACTING OFFICER)

AGENCY: _____

* THE INDIVIDUAL SIGNING THE PLAN SHOULD BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT
\$ _____

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE. _____